

SPECIFICATIONS

FOR

***Southern Middle School
Library Renovations***

*Reading School District
800 Washington Street
Reading, PA 19601*

February 18, 2022

Prepared by

CONSOLIDATED ENGINEERS

1022 James Drive
Leesport, PA 19533

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CE Project No. 20-2842-1

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TABLE OF CONTENTS

		<u>PAGES</u>
00003	Table of Contents	3
00004	Schedule of Drawings	2

BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

00030	Advertisement for Bid	1
	Prevailing Wages Project Rates	13
00300	Bid Form – Contract No. 1 General Construction	4
00300	Bid Form – Contract No. 2 HVAC Construction	5
00300	Bid Form – Contract No. 3 Electrical Construction	3
00480	Non-Collusion Affidavit	3
	A701-2018 Instructions to Bidders	18
004313	Bid Bond Form	4
004314	Form of Agreement of Surety	1
005200	A101-2017 Form of Owner and Contractor Agreement	19
006113	Form of Performance Bond	3
006114	Form of Payment Bond	4
006115	Form of Waiver of Liens/Mechanic’s Lien Waiver	3
007200	A201-2017 General Conditions of the Contract for Construction	101
A305	A305-1986 Contractor’s Qualification Statement	6
	Pennsylvania Child Abuse History Clearance Application	3
	PA Child Abuse History Clearance Application Instructions	1
	Pennsylvania State Police Criminal Record Check	1
	Arrest/Conviction Report and Certification Form	3
	Public Works Employment Verification Form	1
	Maintenance Bond	2

DIVISION 1 - GENERAL REQUIREMENTS

01010	Project Summary	01010-1 to 01010-1
01027	Applications for Payment	01027-1 to 01027-2
01040	Project Coordination	01040-1 to 01040-2
01045	Cutting and Patching	01045-1 to 01045-2
01090	Definitions and Standards	01090-1 to 01090-3
01200	Project Meetings	01200-1 to 01200-2
01210	Allowances	01210-1 to 01210-1
01230	Alternate Bids	01230-1 to 01230-2
01235	Unit Prices	01235-1 to 01235-2
01300	Submittals	01300-1 to 01300-3
01600	Materials and Equipment	01600-1 to 01600-2
01700	Project Closeout	01700-1 to 01700-3
01740	Warranties and Bonds	01740-1 to 01740-2

DIVISIONS 01 THRU 12 - ARCHITECTURAL REQUIREMENTS

01 21 00	Allowances	01 21 00-1 to 01 21 00-2
01 22 00	Unit Prices	01 22 00-1 to 01 22 00-2
02 41 19	Selective Demolition	02 41 19-1 to 02 41 19-5
03 54 16	Hydraulic Cement Underlayment	03 54 16-1 to 03 54 16-4
04 20 00	Unit Masonry	04 20 00-1 to 04 20 00-12
06 20 00	Finish Carpentry	06 20 00-1 to 06 20 00-10
07 84 13	Penetration Firestopping	07 84 13-1 to 07 84 13-6
07 84 43	Joint Firestopping	07 84 43-1 to 07 84 43-5
07 92 00	Joint Sealants	07 92 00-1 to 07 92 00-6
07 92 19	Acoustical Joint Sealants	07 92 19-1 to 07 92 19-3
08 11 13	Hollow Metal Doors and Frames	08 11 13-1 to 08 11 13-8
08 14 16	Flush Wood Doors	08 14 16-1 to 08 14 16-6
08 71 00	Door Hardware	08 71 00-1 to 08 71 00-13
08 88 13	Fire-Rated Glazing	08 88 13-1 to 08 88 13-6
09 51 13	Acoustical Panel Ceilings	09 51 13-1 to 09 51 13-6
09 65 13	Resilient Base and Accessories	09 65 13-1 to 09 65 13-5
09 65 19	Resilient Tile Flooring	09 65 19-1 to 09 65 19-5
09 91 00	Painting and Finishing	09 91 00-1 to 09 91 00-10
10 14 23	Panel Signage	10 14 23-1 to 10 14 23-4
10 22 38	Operable Panel Partitions	10 22 38-1 to 10 22 38-7
10 26 13	Corner Guards	10 26 13-1 to 10 26 13-4
12 32 16	Plastic-Laminate-Faced Casework	12 32 16-1 to 12 32 16-7

DIVISIONS 22 & 23 – HVAC REQUIREMENTS

22 11 10	Domestic Water Piping	22 11 10-1 to 22 11 10-4
22 13 10	Sanitary Waste and Vent Piping	22 13 10-1 to 22 13 10-3
22 40 00	Plumbing Fixtures	22 40 00-1 to 22 40 00-3
23 00 10	Basic Requirements – HVAC Construction	23 00 10-1 to 23 00 10-4
23 06 00	HVAC System Testing, Adjusting, and Balancing	23 06 00-1 to 23 06 00-7
23 07 00	HVAC System Insulation	23 07 00-1 to 23 07 00-5
23 09 00	HVAC System Controls	23 09 00-1 to 23 09 00-18
23 21 10	Hydronic Piping	23 21 10-1 to 23 21 10-8
23 31 10	Metal Ducts	23 31 10-1 to 23 31 10-5
23 33 10	Equipment Supports and Accessories	23 33 10-1 to 23 33 10-3
23 34 00	Fans	23 34 00-1 to 23 34 00-3
23 37 10	Registers and Grilles	23 37 10-1 to 23 37 10-2
23 80 20	Variable Refrigerant Flow Systems	23 80 20-1 to 23 80 20-9
23 82 20	Classroom Unit Ventilators	23 82 20-1 to 23 82 20-5

DIVISIONS 26, 27 & 28 - ELECTRICAL REQUIREMENTS

26 00 10	Basic Electrical Requirements	26 00 10-1 to 26 00 10-12
26 05 00	Common Requirements – Electrical Construction	26 05 00-1 to 26 05 00-3
26 05 19	Wires and Cables – 600V and Below	26 05 19-1 to 26 05 19-3
26 05 26	Grounding	26 05 26-1 to 26 05 26-3
26 05 29	Supporting Devices	26 05 29-1 to 26 05 29-3
26 05 33	Raceways	26 05 33-1 to 26 05 33-7
26 05 35	Electrical Boxes and Fittings	26 05 35-1 to 26 05 35-3
26 05 53	Electrical Identification	26 05 53-1 to 26 05 53-4

**Southern Middle School Library Renovations
Reading School District
February 2022**

26 26 16	Panelboards	26 26 16-1 to 26 26 16-6
26 27 26	Wiring Devices	26 27 26-1 to 26 27 26-7
26 28 13	Fuses	26 28 13-1 to 26 28 13-3
26 28 16	Disconnect Switches	26 28 16-1 to 26 28 16-3
26 51 00	Lighting	26 51 00-1 to 26 51 00-5
27 51 23	Intercommunications System	27 51 23-1 to 27 51 23-2
28 46 21	Fire Alarm & Detection System	28 46 21-1 to 28 46 21-2

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SCHEDULE OF DRAWINGS

A-1 – Code and Demolition Plans

A-2 – Partial Second Floor Plan, Elevations and Details

A-3 – Partial Second Floor RCP, Operable Wall Framing Plan, and Details

A-4 – Partial Second Floor Finish Plan, Schedule, and Details

H-1 – Partial Second Floor Plan – HVAC Demolition

H-2 – Partial First & Second Floor Plans – HVAC

H-3 – HVAC Details, Legend and Notes

H-4 – HVAC Schedules

E-1 – Partial Second Floor Plan – Electrical Demolition

E-2 – Partial Second Floor Plan – Lighting

E-3 – Partial Second Floor Plan – Power

E-4 – Partial First Floor Plan – Power

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The Board of Directors of the Reading School District is soliciting bids for:

*Southern Middle School
Library Renovations
Reading School District*

Sealed bids for General, Electrical and HVAC contractors will be received for the project by Mr. Joe Chiarelli, Purchasing Agent, 800 Washington Street Reading, Pennsylvania, 19601 until **10:00am, prevailing time, Thursday, March 10, 2022**. At that time and place, bids will be publicly opened and read aloud in the Second Floor Library Conference Room of the Reading School District at 800 Washington Street Reading, Pennsylvania, 19601.

A mandatory pre-bid meeting will be held on **Thursday March 3, 2022 at 10:00am at the Southern Middle School, at 931 Chestnut Street Reading, PA 19602**. Contractors shall enter the Building at the Chestnut Street entrance and check in with Security to sign in prior to the pre-bid meeting. Note the Reading School District has a mandatory mask requirement while inside all Reading School District Buildings.

Bid documents are available electronically in PDF format through Consolidated Engineers at a cost of \$35.00. Contact Consolidated Engineers at 610-916-1600.

All technical questions pertaining to the bid specifications shall be directed electronically to John Schulze at Consolidated Engineers email address johns@cemec.com.

School District reserves the right to waive any informality in bids, or to reject any or all bids, and to make the award in the best interest of the School District.

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

Project Name:	Southern Middle School Library Renovations for the Reading School District
Awarding Agency:	Reading School District
Contract Award Date:	3/30/2022
Serial Number:	22-01331
Project Classification:	Building
Determination Date:	2/16/2022
Assigned Field Office:	Scranton
Field Office Phone Number:	(570)963-4577
Toll Free Phone Number:	(877)214-3962
Project County:	Berks County

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

Project: 22-01331 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	6/26/2017		\$32.00	\$26.51	\$58.51
Asbestos & Insulation Workers	7/2/2018		\$32.80	\$26.76	\$59.56
Asbestos & Insulation Workers	7/2/2019		\$33.80	\$27.26	\$61.06
Asbestos & Insulation Workers	6/29/2020		\$34.80	\$28.01	\$62.81
Asbestos & Insulation Workers	6/28/2021		\$35.80	\$28.26	\$64.06
Asbestos & Insulation Workers	7/27/2022		\$35.80	\$30.01	\$65.81
Asbestos & Insulation Workers	6/26/2023		\$35.80	\$32.01	\$67.81
Asbestos & Insulation Workers	7/1/2024		\$35.80	\$34.06	\$69.86
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
Boilermakers	1/1/2021		\$49.32	\$34.90	\$84.22
Boilermakers	1/1/2022		\$50.17	\$35.30	\$85.47
Bricklayer (Pointer, Cleaner, Caulker, Cement Mason, Plasterer, Tile Setter)	5/1/2018		\$29.40	\$20.35	\$49.75
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2017		\$34.11	\$15.19	\$49.30
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2018		\$34.53	\$15.57	\$50.10
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2019		\$35.04	\$15.96	\$51.00
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/3/2020		\$35.64	\$16.36	\$52.00
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2021		\$36.33	\$16.77	\$53.10
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2022		\$38.08	\$17.17	\$55.25
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2017		\$30.05	\$16.05	\$46.10
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2018		\$29.53	\$16.20	\$45.73
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2019		\$30.18	\$16.65	\$46.83
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2020		\$30.88	\$17.10	\$47.98
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2021		\$31.77	\$17.41	\$49.18
Cement Finishers & Plasterers	5/2/2021		\$27.25	\$20.25	\$47.50
Cement Finishers	5/1/2017		\$35.87	\$12.93	\$48.80
Cement Masons	5/1/2019		\$31.00	\$22.68	\$53.68
Cement Masons	5/1/2020		\$30.90	\$20.80	\$51.70
Cement Masons	5/1/2021		\$32.65	\$23.58	\$56.23
DockBuilder/ Divers (Building Heavy & Highway)	5/1/2020		\$52.44	\$37.27	\$89.71

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

Project: 22-01331 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
DockBuilder/Pile Drivers (Building, Heavy & Highway)	5/1/2018		\$43.45	\$34.47	\$77.92
DockBuilder/Pile Drivers (Building, Heavy & Highway)	5/1/2020		\$43.70	\$37.27	\$80.97
DockBuilder/Pile Drivers/ Diver Tender(Building Heavy & Highway)	5/1/2020		\$43.70	\$37.27	\$80.97
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		\$27.81	\$18.17	\$45.98
Drywall Finisher	5/1/2019		\$28.58	\$19.64	\$48.22
Drywall Finisher	5/1/2020		\$29.33	\$20.01	\$49.34
Drywall Finisher	5/1/2021		\$29.65	\$20.74	\$50.39
Electricians	9/1/2017		\$34.77	\$21.77	\$56.54
Electricians	9/1/2018		\$36.02	\$22.51	\$58.53
Electricians	9/1/2019	8/31/2020	\$36.77	\$23.53	\$60.30
Electricians	9/1/2020		\$37.77	\$24.07	\$61.84
Electricians	10/18/2021		\$39.02	\$25.08	\$64.10
Elevator Constructor	1/1/2018		\$47.48	\$33.00	\$80.48
Floor Coverer	5/1/2019		\$31.54	\$17.89	\$49.43
Floor Coverer	5/1/2020		\$32.66	\$17.89	\$50.55
Glazier	5/1/2017		\$34.69	\$18.05	\$52.74
Glazier	5/1/2018		\$35.69	\$18.35	\$54.04
Glazier	5/1/2019	4/30/2020	\$35.53	\$20.06	\$55.59
Glazier	5/1/2020	4/30/2021	\$35.53	\$21.51	\$57.04
Glazier	5/1/2021		\$35.53	\$22.86	\$58.39
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2017		\$31.33	\$28.42	\$59.75
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2018		\$32.53	\$28.42	\$60.95
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2019		\$32.76	\$29.88	\$62.64
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2020		\$33.76	\$30.13	\$63.89
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2021		\$34.01	\$31.13	\$65.14
Laborers (Class 01 - See notes)	5/1/2017		\$21.57	\$15.04	\$36.61
Laborers (Class 01 - See notes)	5/1/2018	4/30/2019	\$22.07	\$15.59	\$37.66
Laborers (Class 01 - See notes)	5/1/2019	4/30/2020	\$23.02	\$15.92	\$38.94
Laborers (Class 01 - See notes)	5/1/2020		\$23.77	\$16.22	\$39.99
Laborers (Class 01 - See notes)	5/1/2021		\$25.77	\$16.25	\$42.02
Laborers (Class 02 - See notes)	5/1/2017		\$23.57	\$15.04	\$38.61
Laborers (Class 02 - See notes)	5/1/2018		\$24.07	\$15.59	\$39.66
Laborers (Class 02 - See notes)	5/1/2019	4/30/2020	\$25.02	\$15.92	\$40.94
Laborers (Class 02 - See notes)	5/1/2020		\$25.77	\$16.22	\$41.99
Laborers (Class 02 - See notes)	5/1/2020		\$24.07	\$17.92	\$41.99
Laborers (Class 02 - see notes)	5/1/2021		\$27.77	\$16.27	\$44.04
Laborers (Class 03 - See notes)	5/1/2017		\$25.57	\$15.58	\$41.15
Laborers (Class 03 - See notes)	5/1/2018	4/30/2019	\$25.82	\$15.84	\$41.66

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

Project: 22-01331 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 03 - See notes)	5/1/2019		\$26.87	\$15.94	\$42.81
Laborers (Class 03 - See notes)	5/3/2020		\$27.77	\$16.24	\$44.01
Laborers (Class 03 - See notes)	5/2/2021		\$28.67	\$16.53	\$45.20
Laborers (Class 03 - See notes)	5/1/2022		\$29.62	\$16.24	\$45.86
Laborers (Class 03 - See notes)	4/30/2023		\$30.22	\$16.84	\$47.06
Laborers (Class 04 - See notes)	5/1/2017		\$26.77	\$15.58	\$42.35
Laborers (Class 04 - See notes)	5/1/2018	4/30/2019	\$27.32	\$15.84	\$43.16
Laborers (Class 04 - See notes)	5/1/2019		\$28.37	\$15.94	\$44.31
Laborers (Class 04 - See notes)	5/3/2020		\$29.27	\$16.24	\$45.51
Laborers (Class 04 - See notes)	5/2/2021		\$30.17	\$16.53	\$46.70
Laborers (Class 04 - See notes)	5/1/2022		\$31.12	\$16.24	\$47.36
Laborers (Class 04 - See notes)	4/30/2023		\$31.72	\$16.84	\$48.56
Laborers (Class 05 - See notes)	5/1/2017		\$27.27	\$15.58	\$42.85
Laborers (Class 05 - See notes)	5/1/2018	4/30/2019	\$27.82	\$15.84	\$43.66
Laborers (Class 05 - See notes)	5/1/2019		\$28.87	\$15.94	\$44.81
Laborers (Class 05 - See notes)	5/3/2020		\$29.77	\$16.24	\$46.01
Laborers (Class 05 - See notes)	5/2/2021		\$30.67	\$16.53	\$47.20
Laborers (Class 05 - See notes)	5/1/2022		\$31.62	\$16.24	\$47.86
Laborers (Class 05 - See notes)	4/30/2023		\$32.22	\$16.84	\$49.06
Laborers (Class 06 - See notes)	5/1/2017		\$22.92	\$15.04	\$37.96
Laborers (Class 06 - See notes)	5/1/2018	4/30/2019	\$23.42	\$15.59	\$39.01
Laborers (Class 06 - See notes)	5/1/2019		\$24.37	\$15.92	\$40.29
Laborers (Class 06 - See notes)	5/1/2020		\$24.37	\$16.97	\$41.34
Laborers (Class 06 - See notes)	5/1/2021		\$27.77	\$16.27	\$44.04
Marble Mason	5/1/2017		\$30.14	\$14.75	\$44.89
Marble Mason	5/1/2018		\$30.76	\$15.13	\$45.89
Marble Mason	5/1/2019		\$31.37	\$15.52	\$46.89
Marble Mason	5/1/2020		\$31.97	\$15.92	\$47.89
Marble Mason	5/1/2021		\$32.56	\$16.33	\$48.89
Millwright	7/1/2017		\$36.49	\$18.93	\$55.42
Millwright	5/1/2018		\$37.84	\$19.64	\$57.48
Millwright	5/1/2019		\$39.14	\$20.08	\$59.22
Operators (Building, Class 01 - See Notes)	5/1/2017		\$35.24	\$24.58	\$59.82
Operators (Building, Class 01 - See Notes)	5/1/2018		\$36.78	\$25.03	\$61.81
Operators (Building, Class 01 - See Notes)	5/1/2019		\$36.78	\$27.03	\$63.81
Operators (Building, Class 01 - See Notes)	5/1/2020		\$38.32	\$27.49	\$65.81
Operators (Building, Class 01 - See Notes)	5/1/2021		\$39.87	\$27.94	\$67.81
Operators (Building, Class 01A - See Notes)	5/1/2017		\$37.49	\$25.23	\$62.72
Operators (Building, Class 01A - See Notes)	5/1/2018		\$39.03	\$25.69	\$64.72
Operators (Building, Class 01A - See Notes)	5/1/2019		\$39.03	\$27.69	\$66.72
Operators (Building, Class 01A - See Notes)	5/1/2020		\$40.57	\$28.15	\$68.72
Operators (Building, Class 01A - See Notes)	5/1/2021		\$42.12	\$28.60	\$70.72
Operators (Building, Class 02 - See Notes)	5/1/2017		\$34.96	\$24.49	\$59.45
Operators (Building, Class 02 - See Notes)	5/1/2018		\$36.50	\$24.95	\$61.45

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

Project: 22-01331 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Building, Class 02 - See Notes)	5/1/2019		\$36.50	\$26.94	\$63.44
Operators (Building, Class 02 - See Notes)	5/1/2020		\$38.05	\$27.39	\$65.44
Operators (Building, Class 02 - See Notes)	5/1/2021		\$39.59	\$27.85	\$67.44
Operators (Building, Class 02A - See Notes)	5/1/2017		\$37.21	\$25.16	\$62.37
Operators (Building, Class 02A - See Notes)	5/1/2018		\$38.75	\$25.61	\$64.36
Operators (Building, Class 02A - See Notes)	5/1/2019		\$38.75	\$27.61	\$66.36
Operators (Building, Class 02A - See Notes)	5/1/2020		\$40.30	\$28.06	\$68.36
Operators (Building, Class 02A - See Notes)	5/1/2021		\$41.84	\$28.52	\$70.36
Operators (Building, Class 03 - See Notes)	5/1/2017		\$32.23	\$23.68	\$55.91
Operators (Building, Class 03 - See Notes)	5/1/2018		\$33.78	\$24.12	\$57.90
Operators (Building, Class 03 - See Notes)	5/1/2019		\$33.78	\$26.13	\$59.91
Operators (Building, Class 03 - See Notes)	5/1/2020		\$35.32	\$26.59	\$61.91
Operators (Building, Class 03 - See Notes)	5/1/2021		\$36.87	\$27.04	\$63.91
Operators (Building, Class 04 - See Notes)	5/1/2017		\$30.33	\$22.12	\$52.45
Operators (Building, Class 04 - See Notes)	5/1/2018		\$32.63	\$23.80	\$56.43
Operators (Building, Class 04 - See Notes)	5/1/2019		\$32.63	\$25.81	\$58.44
Operators (Building, Class 04 - See Notes)	5/1/2020		\$34.18	\$26.26	\$60.44
Operators (Building, Class 04 - See Notes)	5/1/2021		\$35.72	\$26.72	\$62.44
Operators (Building, Class 05 - See Notes)	5/1/2017		\$29.87	\$21.99	\$51.86
Operators (Building, Class 05 - See Notes)	5/1/2018		\$32.18	\$23.69	\$55.87
Operators (Building, Class 05 - See Notes)	5/1/2019		\$32.19	\$25.67	\$57.86
Operators (Building, Class 05 - See Notes)	5/1/2020		\$33.73	\$26.13	\$59.86
Operators (Building, Class 05 - See Notes)	5/1/2021		\$35.27	\$26.59	\$61.86
Operators (Building, Class 06 - See Notes)	5/1/2017		\$29.00	\$21.72	\$50.72
Operators (Building, Class 06 - See Notes)	5/1/2018		\$31.31	\$23.41	\$54.72
Operators (Building, Class 06 - See Notes)	5/1/2019		\$31.31	\$25.41	\$56.72
Operators (Building, Class 06 - See Notes)	5/1/2020		\$32.86	\$25.86	\$58.72
Operators (Building, Class 06 - See Notes)	5/1/2021		\$34.40	\$26.32	\$60.72
Operators (Building, Class 07A- See Notes)	5/1/2017		\$42.44	\$28.13	\$70.57
Operators (Building, Class 07A- See Notes)	5/1/2018		\$44.29	\$28.68	\$72.97
Operators (Building, Class 07A- See Notes)	5/1/2019		\$44.60	\$30.77	\$75.37
Operators (Building, Class 07A- See Notes)	5/1/2020		\$46.46	\$31.31	\$77.77
Operators (Building, Class 07A- See Notes)	5/1/2021		\$48.31	\$31.86	\$80.17
Operators (Building, Class 07B- See Notes)	5/1/2017		\$42.09	\$28.03	\$70.12
Operators (Building, Class 07B- See Notes)	5/1/2018		\$43.95	\$28.58	\$72.53
Operators (Building, Class 07B- See Notes)	5/1/2019		\$44.26	\$30.66	\$74.92
Operators (Building, Class 07B- See Notes)	5/1/2020		\$46.11	\$31.21	\$77.32
Operators (Building, Class 07B- See Notes)	5/1/2021		\$47.96	\$31.77	\$79.73
Painters Class 1 (see notes)	5/1/2017		\$27.25	\$18.17	\$45.42
Painters Class 1 (see notes)	5/1/2019		\$28.31	\$19.77	\$48.08
Painters Class 1 (see notes)	5/1/2020		\$28.91	\$20.42	\$49.33
Painters Class 1 (see notes)	5/1/2021		\$29.51	\$21.07	\$50.58
Painters Class 2 (see notes)	5/1/2017		\$30.15	\$18.17	\$48.32
Painters Class 2 (see notes)	5/1/2019		\$31.21	\$19.78	\$50.99

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

Project: 22-01331 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Painters Class 2 (see notes)	5/1/2020		\$31.81	\$20.43	\$52.24
Painters Class 3 (see notes)	5/1/2017		\$36.25	\$18.17	\$54.42
Piledrivers	5/1/2021		\$43.73	\$37.99	\$81.72
Plasterers (Use Cement Masons)	5/1/2018		\$29.00	\$21.30	\$50.30
Plasterers	5/1/2017		\$24.23	\$21.38	\$45.61
Plasterers	5/1/2019		\$32.08	\$21.86	\$53.94
Plasterers	5/1/2020		\$32.88	\$22.31	\$55.19
Plasterers	5/1/2020		\$27.48	\$20.83	\$48.31
Plasterers	5/1/2021		\$28.33	\$20.98	\$49.31
plumber	5/1/2019		\$45.92	\$31.72	\$77.64
plumber	8/1/2020		\$47.43	\$32.86	\$80.29
plumber	5/1/2021		\$49.58	\$33.36	\$82.94
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 (Composition)	5/1/2020		\$39.50	\$32.30	\$71.80
Roofers (Composition)	5/1/2021		\$40.33	\$33.12	\$73.45
Roofers (Shingle)	5/1/2016		\$25.70	\$19.17	\$44.87
Roofers (Shingle)	5/1/2019		\$28.50	\$20.87	\$49.37
Roofers (Shingle)	5/1/2020		\$29.50	\$21.25	\$50.75
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
Roofers (Slate & Tile)	5/1/2020		\$32.50	\$21.25	\$53.75
Sheet Metal Workers	6/1/2016		\$33.60	\$33.43	\$67.03
Sheet Metal Workers	6/1/2017		\$33.98	\$35.40	\$69.38
Sheet Metal Workers	6/1/2018		\$34.78	\$36.45	\$71.23
Sheet Metal Workers	6/1/2019		\$36.08	\$37.65	\$73.73
Sheet Metal Workers	6/1/2020		\$37.26	\$38.97	\$76.23
Sheet Metal Workers	6/1/2021		\$36.08	\$42.65	\$78.73
Sign Makers and Hangars	7/17/2021		\$29.49	\$23.90	\$53.39
Sprinklerfitters	4/1/2017		\$37.40	\$21.74	\$59.14
Sprinklerfitters	4/1/2018		\$38.80	\$22.74	\$61.54
Sprinklerfitters	4/1/2020		\$38.90	\$26.42	\$65.32
Sprinklerfitters	4/1/2021		\$40.33	\$26.94	\$67.27
Steamfitters	5/1/2017		\$46.99	\$32.67	\$79.66
Steamfitters	5/1/2019		\$49.93	\$35.82	\$85.75
Steamfitters	5/1/2020		\$51.73	\$37.07	\$88.80
Steamfitters	5/1/2021		\$53.08	\$38.87	\$91.95
Terrazzo Finisher	5/1/2017		\$31.64	\$15.62	\$47.26
Terrazzo Finisher	5/1/2018		\$32.35	\$15.91	\$48.26
Terrazzo Finisher	5/1/2019		\$33.04	\$16.22	\$49.26
Terrazzo Finisher	5/1/2020		\$32.26	\$18.48	\$50.74
Terrazzo Finisher	5/1/2021		\$33.23	\$19.03	\$52.26

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

Project: 22-01331 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Terrazzo Grinder	5/1/2020		\$32.95	\$18.48	\$51.43
Terrazzo Grinder	5/1/2021		\$33.94	\$19.03	\$52.97
Terrazzo Mechanics	5/1/2020		\$32.91	\$20.11	\$53.02
Terrazzo Mechanics	5/1/2021		\$33.83	\$20.78	\$54.61
Terrazzo Setter	5/1/2017		\$30.63	\$18.85	\$49.48
Terrazzo Setter	5/1/2018		\$31.23	\$19.25	\$50.48
Terrazzo Setter	5/1/2019		\$31.81	\$19.67	\$51.48
Tile & Marble Finisher	5/1/2017		\$26.89	\$13.86	\$40.75
Tile & Marble Finisher	5/1/2018		\$27.60	\$14.15	\$41.75
Tile & Marble Finisher	5/1/2019		\$28.29	\$14.46	\$42.75
Tile & Marble Finisher	5/1/2020		\$28.96	\$14.79	\$43.75
Tile & Marble Finisher	5/1/2021		\$29.61	\$15.14	\$44.75
Tile Setter	5/1/2017		\$30.14	\$14.75	\$44.89
Tile Setter	5/1/2018		\$30.76	\$15.13	\$45.89
Tile Setter	5/1/2019		\$31.37	\$15.52	\$46.89
Tile Setter	5/1/2020		\$31.97	\$15.92	\$47.89
Tile Setter	5/1/2020		\$31.97	\$15.92	\$47.89
Tile Setter	5/1/2021		\$32.36	\$16.53	\$48.89
Truckdriver class 1(see notes)	5/1/2017		\$34.47	\$0.00	\$34.47
Truckdriver class 1(see notes)	5/1/2018		\$35.32	\$0.00	\$35.32
Truckdriver class 1(see notes)	5/1/2019		\$36.12	\$0.00	\$36.12
Truckdriver class 1(see notes)	5/1/2020		\$36.92	\$0.00	\$36.92
Truckdriver class 1(see notes)	5/1/2021		\$37.72	\$0.00	\$37.72
Truckdriver class 2 (see notes)	5/1/2017		\$34.54	\$0.00	\$34.54
Truckdriver class 2 (see notes)	5/1/2018		\$35.39	\$0.00	\$35.39
Truckdriver class 2 (see notes)	5/1/2019		\$36.19	\$0.00	\$36.19
Truckdriver class 2 (see notes)	5/1/2020		\$36.99	\$0.00	\$36.99
Truckdriver class 2 (see notes)	5/1/2021		\$37.79	\$0.00	\$37.79
Truckdriver class 3 (see notes)	5/1/2017		\$35.03	\$0.00	\$35.03
Truckdriver class 3 (see notes)	5/1/2018		\$35.88	\$0.00	\$35.88
Truckdriver class 3 (see notes)	5/1/2019		\$36.68	\$0.00	\$36.68
Truckdriver class 3 (see notes)	5/1/2020		\$37.48	\$0.00	\$37.48
Truckdriver class 3 (see notes)	5/1/2021		\$38.28	\$0.00	\$38.28
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60

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

Project: 22-01331 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter - Chief of Party (Surveying & Layout)	5/1/2019	4/30/2020	\$36.88	\$15.49	\$52.37
Carpenter - Chief of Party (Surveying & Layout)	5/1/2020	4/30/2021	\$39.12	\$15.49	\$54.61
Carpenter - Chief of Party (Surveying & Layout)	5/1/2021		\$41.42	\$15.49	\$56.91
Carpenter - Instrument Person (Surveying & Layout)	5/1/2016		\$27.12	\$13.83	\$40.95
Carpenter - Instrument Person (Surveying & Layout)	5/1/2019	4/30/2020	\$32.07	\$15.49	\$47.56
Carpenter - Instrument Person (Surveying & Layout)	5/1/2020	4/30/2021	\$34.02	\$15.49	\$49.51
Carpenter - Instrument Person (Surveying & Layout)	5/1/2021		\$36.02	\$15.49	\$51.51
Carpenter - Rodman I (Survey & Layout)	5/1/2016		\$21.09	\$13.83	\$34.92
Carpenter - Rodman I (Survey & Layout)	5/1/2019	4/30/2020	\$25.66	\$12.39	\$38.05
Carpenter - Rodman I (Survey & Layout)	5/1/2020	4/30/2021	\$27.22	\$12.39	\$39.61
Carpenter - Rodman I (Survey & Layout)	5/1/2021		\$28.82	\$12.39	\$41.21
Carpenter - Rodman II (Survey & Layout)	5/1/2016		\$18.69	\$13.83	\$32.52
Carpenter	5/1/2019	4/30/2020	\$32.07	\$15.49	\$47.56
Carpenter	5/1/2020	4/30/2021	\$34.02	\$15.49	\$49.51
Carpenter	5/1/2021		\$36.02	\$15.49	\$51.51
Carpenters	6/1/2017		\$30.92	\$14.14	\$45.06
Cement Finishers	1/1/2017		\$27.70	\$20.20	\$47.90
DockBuilder/ Divers (Building Heavy & Highway)	5/1/2020		\$52.44	\$37.27	\$89.71
DockBuilder/Pile Drivers/ Diver Tender(Building Heavy & Highway)	5/1/2020		\$43.70	\$37.27	\$80.97
Electric Lineman	5/29/2017		\$44.22	\$23.94	\$68.16
Electric Lineman	5/28/2018		\$45.25	\$24.94	\$70.19
Electric Lineman	5/27/2019		\$46.32	\$25.97	\$72.29
Electric Lineman	6/1/2020		\$47.42	\$27.04	\$74.46
Electric Lineman	5/31/2021		\$49.22	\$27.36	\$76.58
Electric Lineman	5/30/2022		\$50.28	\$28.47	\$78.75
Electric Lineman	5/29/2023		\$51.40	\$29.62	\$81.02
Electric Lineman	6/3/2024		\$52.80	\$30.61	\$83.41
Electricians	6/1/2022		\$44.46	\$23.06	\$67.52
Electricians	6/1/2023		\$46.49	\$23.06	\$69.55
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2017		\$31.33	\$28.42	\$59.75
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2018		\$32.53	\$28.42	\$60.95
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2019		\$32.76	\$29.88	\$62.64
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2020		\$33.76	\$30.13	\$63.89
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2021		\$34.01	\$31.13	\$65.14
Iron Workers	7/1/2106		\$31.95	\$27.65	\$59.60
Laborers (Class 01 - See notes)	5/1/2016		\$19.81	\$15.79	\$35.60
Laborers (Class 01 - See notes)	5/1/2017		\$20.36	\$16.29	\$36.65
Laborers (Class 01 - See notes)	5/1/2018		\$20.96	\$16.79	\$37.75
Laborers (Class 01 - See notes)	5/1/2019		\$21.61	\$17.29	\$38.90
Laborers (Class 01 - See notes)	5/1/2020		\$22.41	\$17.69	\$40.10

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

Project: 22-01331 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 01 - See notes)	5/1/2021		\$23.21	\$18.09	\$41.30
Laborers (Class 01 - See notes)	5/1/2022		\$24.01	\$18.54	\$42.55
Laborers (Class 01 - See notes)	5/1/2023		\$24.81	\$18.99	\$43.80
Laborers (Class 01 - See notes)	5/1/2024		\$25.61	\$19.49	\$45.10
Laborers (Class 02 - See notes)	5/1/2016		\$26.43	\$15.79	\$42.22
Laborers (Class 02 - See notes)	5/1/2017		\$26.98	\$16.29	\$43.27
Laborers (Class 02 - See notes)	5/1/2018		\$27.58	\$16.79	\$44.37
Laborers (Class 02 - See notes)	5/1/2019		\$28.23	\$17.29	\$45.52
Laborers (Class 02 - See notes)	5/1/2020		\$29.03	\$17.69	\$46.72
Laborers (Class 02 - See notes)	5/1/2021		\$29.83	\$18.09	\$47.92
Laborers (Class 02 - See notes)	5/1/2022		\$30.63	\$18.54	\$49.17
Laborers (Class 02 - See notes)	5/1/2023		\$31.43	\$18.99	\$50.42
Laborers (Class 02 - See notes)	5/1/2024		\$32.23	\$19.49	\$51.72
Laborers (Class 03 - See notes)	5/1/2016		\$23.42	\$15.79	\$39.21
Laborers (Class 03 - See notes)	5/1/2017		\$23.97	\$16.29	\$40.26
Laborers (Class 03 - See notes)	5/1/2018		\$24.57	\$16.79	\$41.36
Laborers (Class 03 - See notes)	5/1/2019		\$25.22	\$17.29	\$42.51
Laborers (Class 03 - See notes)	5/1/2020		\$26.02	\$17.69	\$43.71
Laborers (Class 03 - See notes)	5/1/2021		\$26.82	\$18.09	\$44.91
Laborers (Class 03 - See notes)	5/1/2022		\$27.62	\$18.54	\$46.16
Laborers (Class 03 - See notes)	5/1/2023		\$28.42	\$18.99	\$47.41
Laborers (Class 03 - See notes)	5/1/2024		\$29.22	\$19.49	\$48.71
Laborers (Class 04 - See notes)	5/1/2016		\$23.77	\$15.79	\$39.56
Laborers (Class 04 - See notes)	5/1/2017		\$24.32	\$16.29	\$40.61
Laborers (Class 04 - See notes)	5/1/2018		\$24.92	\$16.79	\$41.71
Laborers (Class 04 - See notes)	5/1/2019		\$25.57	\$17.29	\$42.86
Laborers (Class 04 - See notes)	5/1/2020		\$26.37	\$17.69	\$44.06
Laborers (Class 04 - See notes)	5/1/2021		\$27.17	\$18.09	\$45.26
Laborers (Class 04 - See notes)	5/1/2022		\$27.97	\$18.54	\$46.51
Laborers (Class 04 - See notes)	5/1/2023		\$28.77	\$18.99	\$47.76
Laborers (Class 04 - See notes)	5/1/2024		\$29.57	\$19.49	\$49.06
Laborers (Class 05 - See notes)	5/1/2016		\$24.44	\$15.79	\$40.23
Laborers (Class 05 - See notes)	5/1/2017		\$24.99	\$16.29	\$41.28
Laborers (Class 05 - See notes)	5/1/2018		\$25.59	\$16.79	\$42.38
Laborers (Class 05 - See notes)	5/1/2019		\$26.24	\$17.29	\$43.53
Laborers (Class 05 - See notes)	5/1/2020		\$27.04	\$17.69	\$44.73
Laborers (Class 05 - See notes)	5/1/2021		\$27.84	\$18.09	\$45.93
Laborers (Class 05 - See notes)	5/1/2022		\$28.64	\$18.54	\$47.18
Laborers (Class 05 - See notes)	5/1/2023		\$29.44	\$18.99	\$48.43
Laborers (Class 05 - See notes)	5/1/2024		\$30.24	\$19.49	\$49.73
Laborers (Class 06 - See notes)	5/1/2016		\$23.86	\$15.79	\$39.65
Laborers (Class 06 - See notes)	5/1/2017		\$24.41	\$16.29	\$40.70
Laborers (Class 06 - See notes)	5/1/2018		\$25.01	\$16.79	\$41.80
Laborers (Class 06 - See notes)	5/1/2019		\$25.66	\$17.29	\$42.95

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

Project: 22-01331 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 06 - See notes)	5/1/2020		\$26.46	\$17.69	\$44.15
Laborers (Class 06 - See notes)	5/1/2021		\$27.26	\$18.09	\$45.35
Laborers (Class 06 - See notes)	5/1/2022		\$28.06	\$18.54	\$46.60
Laborers (Class 06 - See notes)	5/1/2023		\$28.86	\$18.99	\$47.85
Laborers (Class 06 - See notes)	5/1/2024		\$29.66	\$19.49	\$49.15
Laborers (Class 07 - See notes)	5/1/2016		\$24.15	\$15.79	\$39.94
Laborers (Class 07 - See notes)	5/1/2017		\$24.70	\$16.29	\$40.99
Laborers (Class 07 - See notes)	5/1/2018		\$25.30	\$16.79	\$42.09
Laborers (Class 07 - See notes)	5/1/2019		\$25.95	\$17.29	\$43.24
Laborers (Class 07 - See notes)	5/1/2020		\$26.75	\$17.69	\$44.44
Laborers (Class 07 - See notes)	5/1/2021		\$27.55	\$18.09	\$45.64
Laborers (Class 07 - See notes)	5/1/2022		\$28.35	\$18.54	\$46.89
Laborers (Class 07 - See notes)	5/1/2023		\$29.15	\$18.99	\$48.14
Laborers (Class 07 - See notes)	5/1/2024		\$29.95	\$19.49	\$49.44
Laborers (Class 08 - See notes)	5/1/2016		\$24.63	\$15.79	\$40.42
Laborers (Class 08 - See notes)	5/1/2017		\$25.18	\$16.29	\$41.47
Laborers (Class 08 - See notes)	5/1/2018		\$25.78	\$16.79	\$42.57
Laborers (Class 08 - See notes)	5/1/2019		\$26.43	\$17.29	\$43.72
Laborers (Class 08 - See notes)	5/1/2020		\$27.23	\$17.69	\$44.92
Laborers (Class 08 - See notes)	5/1/2021		\$28.03	\$18.09	\$46.12
Laborers (Class 08 - See notes)	5/1/2022		\$28.83	\$18.54	\$47.37
Laborers (Class 08 - See notes)	5/1/2023		\$29.63	\$18.99	\$48.62
Laborers (Class 08 - See notes)	5/1/2024		\$30.43	\$19.49	\$49.92
Operators (Class 02 - All Types of Cranes, Backhoes, Shovels)	5/1/2019		\$33.29	\$25.99	\$59.28
Operators (Heavy, Class 01 - See Notes)	5/1/2016		\$32.16	\$22.64	\$54.80
Operators (Heavy, Class 01 - See Notes)	5/1/2017		\$33.80	\$24.16	\$57.96
Operators (Heavy, Class 01 - See Notes)	5/1/2018		\$35.35	\$24.61	\$59.96
Operators (Heavy, Class 01 - See Notes)	5/1/2019		\$35.35	\$26.61	\$61.96
Operators (Heavy, Class 01 - See Notes)	5/1/2020		\$36.90	\$27.06	\$63.96
Operators (Heavy, Class 01 - See Notes)	5/1/2021		\$38.44	\$27.52	\$65.96
Operators (Heavy, Class 01A - See Notes)	5/1/2017		\$36.05	\$24.82	\$60.87
Operators (Heavy, Class 01A - See Notes)	5/1/2018		\$37.60	\$25.27	\$62.87
Operators (Heavy, Class 01A - See Notes)	5/1/2019		\$37.60	\$27.27	\$64.87
Operators (Heavy, Class 01A - See Notes)	5/1/2020		\$39.14	\$27.73	\$66.87
Operators (Heavy, Class 01A - See Notes)	5/1/2021		\$40.69	\$28.18	\$68.87
Operators (Heavy, Class 02 - See Notes)	5/1/2017		\$33.52	\$24.07	\$57.59
Operators (Heavy, Class 02 - See Notes)	5/1/2018		\$35.07	\$24.52	\$59.59
Operators (Heavy, Class 02 - See Notes)	5/1/2019		\$35.07	\$26.52	\$61.59
Operators (Heavy, Class 02 - See Notes)	5/1/2020		\$36.61	\$26.98	\$63.59
Operators (Heavy, Class 02 - See Notes)	5/1/2021		\$38.16	\$27.43	\$65.59
Operators (Heavy, Class 02A - See Notes)	5/1/2017		\$35.78	\$24.72	\$60.50
Operators (Heavy, Class 02A - See Notes)	5/1/2018		\$37.32	\$25.19	\$62.51
Operators (Heavy, Class 02A - See Notes)	5/1/2019		\$37.32	\$27.19	\$64.51
Operators (Heavy, Class 02A - See Notes)	5/1/2020		\$38.87	\$27.64	\$66.51

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

Project: 22-01331 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Heavy, Class 02A - See Notes)	5/1/2021		\$40.41	\$28.10	\$68.51
Operators (Heavy, Class 03 - See Notes)	5/1/2017		\$30.60	\$23.21	\$53.81
Operators (Heavy, Class 03 - See Notes)	5/1/2018		\$32.15	\$23.66	\$55.81
Operators (Heavy, Class 03 - See Notes)	5/1/2019		\$32.15	\$25.66	\$57.81
Operators (Heavy, Class 03 - See Notes)	5/1/2020		\$33.69	\$26.12	\$59.81
Operators (Heavy, Class 03 - See Notes)	5/1/2021		\$35.24	\$26.57	\$61.81
Operators (Heavy, Class 04 - See Notes)	5/1/2017		\$29.47	\$22.88	\$52.35
Operators (Heavy, Class 04 - See Notes)	5/1/2018		\$31.01	\$23.32	\$54.33
Operators (Heavy, Class 04 - See Notes)	5/1/2019		\$31.01	\$25.33	\$56.34
Operators (Heavy, Class 04 - See Notes)	5/1/2020		\$32.55	\$25.79	\$58.34
Operators (Heavy, Class 04 - See Notes)	5/1/2021		\$34.10	\$26.24	\$60.34
Operators (Heavy, Class 05 - See Notes)	5/1/2017		\$29.02	\$22.74	\$51.76
Operators (Heavy, Class 05 - See Notes)	5/1/2018		\$30.56	\$23.20	\$53.76
Operators (Heavy, Class 05 - See Notes)	5/1/2019		\$30.56	\$25.20	\$55.76
Operators (Heavy, Class 05 - See Notes)	5/1/2020		\$32.11	\$25.65	\$57.76
Operators (Heavy, Class 05 - See Notes)	5/1/2021		\$33.65	\$26.11	\$59.76
Operators (Heavy, Class 06 - See Notes)	5/1/2017		\$28.14	\$22.49	\$50.63
Operators (Heavy, Class 06 - See Notes)	5/1/2018		\$29.68	\$22.93	\$52.61
Operators (Heavy, Class 06 - See Notes)	5/1/2019		\$29.68	\$24.94	\$54.62
Operators (Heavy, Class 06 - See Notes)	5/1/2020		\$31.23	\$25.39	\$56.62
Operators (Heavy, Class 06 - See Notes)	5/1/2021		\$32.77	\$25.84	\$58.61
Operators (Heavy, Class 07A - See Notes)	5/1/2017		\$40.73	\$27.63	\$68.36
Operators (Heavy, Class 07A - See Notes)	5/1/2018		\$42.58	\$28.18	\$70.76
Operators (Heavy, Class 07A - See Notes)	5/1/2019		\$42.89	\$30.27	\$73.16
Operators (Heavy, Class 07A - See Notes)	5/1/2020		\$44.74	\$30.82	\$75.56
Operators (Heavy, Class 07A - See Notes)	5/1/2021		\$46.59	\$31.37	\$77.96
Operators (Heavy, Class 07B - See Notes)	5/1/2017		\$40.38	\$27.53	\$67.91
Operators (Heavy, Class 07B - See Notes)	5/1/2018		\$42.23	\$28.09	\$70.32
Operators (Heavy, Class 07B - See Notes)	5/1/2019		\$42.54	\$30.17	\$72.71
Operators (Heavy, Class 07B - See Notes)	5/1/2020		\$44.39	\$30.72	\$75.11
Operators (Heavy, Class 07B - See Notes)	5/1/2021		\$46.25	\$31.26	\$77.51
Operators (Highway, Class 01 - See Notes)	5/1/2016		\$32.16	\$22.64	\$54.80
Operators (Highway, Class 01 - See Notes)	5/1/2017		\$32.93	\$23.87	\$56.80
Operators (Highway, Class 01 - See Notes)	5/1/2018		\$34.47	\$24.33	\$58.80
Operators (Highway, Class 01 - See Notes)	5/1/2019		\$34.47	\$26.33	\$60.80
Operators (Highway, Class 01 - See Notes)	5/1/2020		\$37.56	\$25.24	\$62.80
Operators (Highway, Class 01 - See Notes)	5/1/2021		\$39.10	\$25.70	\$64.80
Operators (Highway, Class 01a - See Notes)	5/1/2017		\$35.18	\$24.56	\$59.74
Operators (Highway, Class 01a - See Notes)	5/1/2018		\$36.72	\$25.01	\$61.73
Operators (Highway, Class 01a - See Notes)	5/1/2019		\$36.72	\$27.01	\$63.73
Operators (Highway, Class 01a - See Notes)	5/1/2020		\$39.81	\$25.92	\$65.73
Operators (Highway, Class 01a - See Notes)	5/1/2021		\$41.35	\$26.38	\$67.73
Operators (Highway, Class 02 - See Notes)	5/1/2016		\$30.98	\$22.31	\$53.29
Operators (Highway, Class 02 - See Notes)	5/1/2017		\$31.75	\$23.53	\$55.28

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

Project: 22-01331 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Highway, Class 02 - See Notes)	5/1/2018		\$33.30	\$23.98	\$57.28
Operators (Highway, Class 02 - See Notes)	5/1/2019		\$33.29	\$25.99	\$59.28
Operators (Highway, Class 02 - See Notes)	5/1/2020		\$36.38	\$24.90	\$61.28
Operators (Highway, Class 02 - See Notes)	5/1/2021		\$37.93	\$25.35	\$63.28
Operators (Highway, Class 03 - See Notes)	5/1/2016		\$30.28	\$22.10	\$52.38
Operators (Highway, Class 03 - See Notes)	5/1/2017		\$31.06	\$23.32	\$54.38
Operators (Highway, Class 03 - See Notes)	5/1/2018		\$32.59	\$23.80	\$56.39
Operators (Highway, Class 03 - See Notes)	5/1/2019		\$32.59	\$25.79	\$58.38
Operators (Highway, Class 03 - See Notes)	5/1/2020		\$35.69	\$24.69	\$60.38
Operators (Highway, Class 03 - See Notes)	5/1/2021		\$37.23	\$25.16	\$62.39
Operators (Highway, Class 04 - See Notes)	5/1/2016		\$29.82	\$21.98	\$51.80
Operators (Highway, Class 04 - See Notes)	5/1/2017		\$30.60	\$23.20	\$53.80
Operators (Highway, Class 04 - See Notes)	5/1/2018		\$32.14	\$23.66	\$55.80
Operators (Highway, Class 04 - See Notes)	5/1/2019		\$32.14	\$25.66	\$57.80
Operators (Highway, Class 04 - See Notes)	5/1/2020		\$35.23	\$24.57	\$59.80
Operators (Highway, Class 04 - See Notes)	5/1/2021		\$36.77	\$25.03	\$61.80
Operators (Highway, Class 05 - See Notes)	5/1/2016		\$29.31	\$21.83	\$51.14
Operators (Highway, Class 05 - See Notes)	5/1/2017		\$30.08	\$23.06	\$53.14
Operators (Highway, Class 05 - See Notes)	5/1/2018		\$31.63	\$23.51	\$55.14
Operators (Highway, Class 05 - See Notes)	5/1/2019		\$31.63	\$25.51	\$57.14
Operators (Highway, Class 05 - See Notes)	5/1/2020		\$34.72	\$24.42	\$59.14
Operators (Highway, Class 05 - See Notes)	5/1/2021		\$36.26	\$24.87	\$61.13
Operators (Highway, Class 06 - See Notes)	5/1/2016		\$32.40	\$22.70	\$55.10
Operators (Highway, Class 06 - See Notes)	5/1/2017		\$33.17	\$23.94	\$57.11
Operators (Highway, Class 06 - See Notes)	5/1/2018		\$34.71	\$24.39	\$59.10
Operators (Highway, Class 06 - See Notes)	5/1/2019		\$34.71	\$26.39	\$61.10
Operators (Highway, Class 06 - See Notes)	5/1/2020		\$36.25	\$26.85	\$63.10
Operators (Highway, Class 06 - See Notes)	5/1/2021		\$39.33	\$25.78	\$65.11
Operators (Highway, Class 06/A - See Notes)	5/1/2016		\$34.65	\$23.36	\$58.01
Operators (Highway, Class 06/A - See Notes)	5/1/2017		\$35.42	\$24.59	\$60.01
Operators (Highway, Class 06/A - See Notes)	5/1/2018		\$36.96	\$25.05	\$62.01
Operators (Highway, Class 06/A - See Notes)	5/1/2019		\$36.96	\$27.05	\$64.01
Operators (Highway, Class 06/A - See Notes)	5/1/2020		\$40.04	\$25.97	\$66.01
Operators (Highway, Class 06/A - See Notes)	5/1/2021		\$41.58	\$26.43	\$68.01
Operators (Highway, Class 07/A - See Notes)	5/1/2016		\$38.56	\$25.99	\$64.55
Operators (Highway, Class 07/A - See Notes)	5/1/2017		\$39.66	\$27.31	\$66.97
Operators (Highway, Class 07/A - See Notes)	5/1/2018		\$41.52	\$27.84	\$69.36
Operators (Highway, Class 07/A - See Notes)	5/1/2019		\$41.82	\$29.95	\$71.77
Operators (Highway, Class 07/A - See Notes)	5/1/2020		\$45.23	\$28.94	\$74.17
Operators (Highway, Class 07/A - See Notes)	5/1/2021		\$47.08	\$29.49	\$76.57
Operators (Highway, Class 07/B - See Notes)	5/1/2016		\$37.17	\$25.57	\$62.74
Operators (Highway, Class 07/B - See Notes)	5/1/2017		\$38.25	\$26.89	\$65.14
Operators (Highway, Class 07/B - See Notes)	5/1/2018		\$40.10	\$27.44	\$67.54
Operators (Highway, Class 07/B - See Notes)	5/1/2019		\$40.41	\$29.53	\$69.94

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

Project: 22-01331 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Highway, Class 07/B - See Notes)	5/1/2020		\$43.81	\$28.53	\$72.34
Operators (Highway, Class 07/B - See Notes)	5/1/2021		\$45.66	\$29.08	\$74.74
Painters Class 2 (see notes)	5/1/2020		\$31.81	\$20.43	\$52.24
Painters Class 2 (see notes)	5/1/2021		\$32.41	\$21.08	\$53.49
Painters Class 3 (see notes)	5/1/2019		\$37.31	\$19.78	\$57.09
Painters Class 3 (see notes)	5/1/2020		\$37.91	\$20.43	\$58.34
Painters Class 3 (see notes)	5/1/2021		\$38.51	\$21.08	\$59.59
Piledrivers	5/1/2021		\$43.73	\$37.99	\$81.72
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2017		\$40.98	\$32.53	\$73.51
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2020		\$57.45	\$36.93	\$94.38
Truckdriver class 1(see notes)	5/1/2016		\$33.57	\$0.00	\$33.57
Truckdriver class 1(see notes)	5/1/2017		\$34.47	\$0.00	\$34.47
Truckdriver class 1(see notes)	5/1/2018		\$35.32	\$0.00	\$35.32
Truckdriver class 1(see notes)	5/1/2019		\$36.12	\$0.00	\$36.12
Truckdriver class 1(see notes)	5/1/2020		\$36.92	\$0.00	\$36.92
Truckdriver class 1(see notes)	5/1/2021		\$37.72	\$0.00	\$37.72
Truckdriver class 2 (see notes)	5/1/2016		\$33.64	\$0.00	\$33.64
Truckdriver class 2 (see notes)	5/1/2017		\$34.54	\$0.00	\$34.54
Truckdriver class 2 (see notes)	5/1/2018		\$35.39	\$0.00	\$35.39
Truckdriver class 2 (see notes)	5/1/2019		\$36.19	\$0.00	\$36.19
Truckdriver class 2 (see notes)	5/1/2020		\$36.99	\$0.00	\$36.99
Truckdriver class 2 (see notes)	5/1/2021		\$37.79	\$0.00	\$37.79
Truckdriver class 3 (see notes)	5/1/2016		\$34.13	\$0.00	\$34.13
Truckdriver class 3 (see notes)	5/1/2017		\$35.03	\$0.00	\$35.03
Truckdriver class 3 (see notes)	5/1/2018		\$35.88	\$0.00	\$35.88
Truckdriver class 3 (see notes)	5/1/2019		\$36.68	\$0.00	\$36.68
Truckdriver class 3 (see notes)	5/1/2020		\$37.48	\$0.00	\$37.48
Truckdriver class 3 (see notes)	5/1/2021		\$38.28	\$0.00	\$38.28

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BID FORM

CONTRACT NO.1 GENERAL CONSTRUCTION

*Southern Middle School Library Renovations
for
Reading School District*

Bid of: Southern Middle School Library Renovations for Reading School District

To: Mr. Joe Chiarelli, Purchasing Agent, Reading, PA

In conformity with the Drawings and Specifications as prepared by Consolidated Engineers, 1022 James Drive, Leesport, Pennsylvania for the Southern Middle School Library Renovations (the "Project"), and after an examination of the site and the Bidding and Contract Documents, including the Advertisement, Instructions to Bidders, Bid Form, Bid Bond, Qualification Statement, General Conditions as modified, Standard Form of Agreement, Performance Bond and Payment Bond, Insurance Requirements, and Technical Specifications and Drawings, the undersigned submits this Bid and encloses herewith as a bond on the form enclosed, furnished by Reading School District (the "District"), in an amount of not less than ten percent (10%) of the total of the hereinafter stated Base Bid, made payable to or indemnifying the District, 800 Washington Street Reading, Pennsylvania. The School District shall hold this bid security, as provided in the Instructions to Bidders, if this Bid or any part thereof is accepted by the District, and the undersigned shall fail to furnish approved bonds and execute the Agreement within ten (10) days from the date of issuance of the award. Should the District fail to make an award on this Project through no fault or failure on the part of the Bidder, then the School District shall return said bid security.

It is hereby certified that the undersigned is the only person(s) interested in this Bid as principal, and that the Bid is made without collusion with any person, firm, or corporation. The Bidder submits herewith, as such, a Non-Collusion Affidavit in accordance with the provisions of the Pennsylvania Antbid-Rigging Act, 62 Pa.C.S. Section 4501 et seq.

Bidder hereby agrees to execute the Agreement and furnish surety company bonds in the form incorporated in the Contract Documents, in the amount of one-hundred percent (100%) of the Contract Sum for the Performance Bond and Payment Bond, within ten (10) days after mailing by the School Board of notice of award, and to begin work within ten (10) days after date of Notice to Proceed.

Bidder guarantees that, if awarded the Contract, he will furnish and deliver all materials, tools, equipment, tests, transportation, secure all permits and licenses, do and perform all labor, superintendence and all means of construction, pay all fees and do all incidental work, and to execute, construct and finish, in an expeditious, substantial and workmanlike manner, in accordance with the Drawings and Specifications, to the complete satisfaction and acceptance of the District, for Southern Middle School Library Renovations. It is understood that the District Board of School Directors (the "School Board"), reserves the right to reject any or all bids, or part thereof, or items therein and to waive technicalities required for the best interest of the School District. It is further understood that competency and responsibility of bidders will receive consideration before the award of the Contract. A certified copy of the Contractor's Qualification Statement, AIA Document A305 shall be submitted.

ALLOWANCES

The Undersigned hereby agrees that the sums indicated for each labor and material allowance is included in the Base Bid and is work that is in addition to the required work of the Contract. The undersigned further certifies that the labor and material sums for each allowance shall be established using the listed. Unit Price indicated on this Bid Form, except where alternative direction is provided in the allowance description. The Undersigned agrees that unused allowance sums will be deducted from the Contract amount by Change Order.

GC 1 ALLOWANCE: Include 500 square feet of Cementitious Underlayment in accordance with Unit Price GC 1.

GC 2 ALLOWANCE: Include 500 square feet of Acoustical Tile Ceiling in accordance with Unit Price GC 2.

GC 3 ALLOWANCE: Include 200 lineal feet of Cove Base in accordance with Unit Price GC 2.

GC 4 ALLOWANCE: Include 500 square feet of Luxury Vinyl Floor Tile in accordance with Unit Price GC 4.

GC 5 ALLOWANCE: Include 500 square feet of Latex Paint on Masonry Walls in accordance with Unit Price GC 5.

GC 6 ALLOWANCE: Include 500 square feet of Latex Paint on GWB Walls in accordance with Unit Price GC 6.

In submitting this Bid, I have received and included in this Bid, the instructions and information contained in the following Addenda:

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

The undersigned certifies that the Contract Documents have been considered, in their entirety, both before and in the preparation of this Bid. The undersigned, in submitting this Bid, intends to be legally bound by this Bid.

IN WITNESS WHEREOF, the undersigned has caused this Bid to be executed as of

_____. Date

When the Bidder is an Individual:

_____(SEAL)
Witness Bidder

When the Bidder is a Partnership:

_____(SEAL)
Witness

By: _____(SEAL) _____(SEAL)
_____(SEAL)
Partners

When the Bidder is a Corporation: (CORPORATE SEAL)

_____ ATTEST:

Secretary By: _____
President

_____ is a Corporation organized

and existing under the Laws of _____ and has (has not)
been granted a Certificate of Authority to do Business in Pennsylvania, as required by the Business
Corporation Law, approved May 5, 1933, P. L. 364, as amended to date.

END OF SECTION 00300

BID FORM

CONTRACT NO.2 HVAC CONSTRUCTION

*Southern Middle School Library Renovations
for
Reading School District*

Bid of: Southern Middle School Library Renovations for Reading School District

To: Mr. Joe Chiarelli, Purchasing Agent, Reading, PA

In conformity with the Drawings and Specifications as prepared by Consolidated Engineers, 1022 James Drive, Leesport, Pennsylvania for Southern Middle School Library Renovations (the "Project"), and after an examination of the site and the Bidding and Contract Documents, including the Advertisement, Instructions to Bidders, Bid Form, Bid Bond, Qualification Statement, General Conditions as modified, Standard Form of Agreement, Performance Bond and Payment Bond, Insurance Requirements, and Technical Specifications and Drawings, the undersigned submits this Bid and encloses herewith as a bond on the form enclosed, furnished by Reading School District (the "District"), in an amount of not less than ten percent (10%) of the total of the hereinafter stated Base Bid, made payable to or indemnifying the District, 800 Washington Street Reading, Pennsylvania. The District shall hold this bid security, as provided in the Instructions to Bidders, if this Bid or any part thereof is accepted by the District, and the undersigned shall fail to furnish approved bonds and execute the Agreement within ten (10) days from the date of issuance of the award. Should the District fail to make an award on this Project through no fault or failure on the part of the Bidder, then the District shall return said bid security.

It is hereby certified that the undersigned is the only person(s) interested in this Bid as principal, and that the Bid is made without collusion with any person, firm, or corporation. The Bidder submits herewith, as such, a Non-Collusion Affidavit in accordance with the provisions of the Pennsylvania Antbid-Rigging Act, 62 Pa.C.S. Section 4501 et seq.

Bidder hereby agrees to execute the Agreement and furnish surety company bonds in the form incorporated in the Contract Documents, in the amount of one-hundred percent (100%) of the Contract Sum for the Performance Bond and Payment Bond, within ten (10) days after mailing by the School Board of notice of award, and to begin work within ten (10) days after date of Notice to Proceed.

Bidder guarantees that, if awarded the Contract, he will furnish and deliver all materials, tools, equipment, tests, transportation, secure all permits and licenses, do and perform all labor, superintendence and all means of construction, pay all fees and do all incidental work, and to execute, construct and finish, in an expeditious, substantial and workmanlike manner, in accordance with the Drawings and Specifications, to the complete satisfaction and acceptance of the District, for Southern Middle School Library Renovations. It is understood that the District Board of School Directors (the "School Board"), reserves the right to reject any or all bids, or part thereof, or items therein and to waive technicalities required for the best interest of the District. It is further understood that competency and responsibility of bidders will receive consideration before the award of the Contract. A certified copy of the Contractor's Qualification Statement, AIA Document A305 shall be submitted.

Bidder submits this Bid with the understanding that the work shall be completed on or before **November 18, 2022**; in accordance with the schedule; and, that time for completion of the work shall be considered as of the essence of this Contract. The Project start date shall be Immediately after School Board approval and Contract signing. A detailed breakdown sheet of the work, and the Contract Sum of the work involved, shall be submitted to the Engineer, within fifteen (15) calendar days after the execution of the Contract.

The Bidder agrees that he will not assign his Bid or any of his rights or interests thereunder without the written consent of the School Board.

SUBMITTALS: The Bidder agrees to submit shop drawings for the Southern Middle School Library Renovations for the Reading School District within two (2) weeks after the Contract is fully executed.

THE BID, as called for, is submitted as follows:

BASE BID, Contract No.2 HVAC Construction Trane/Mitsubishi Equipment

_____ Dollars
(\$ _____)

ALTERNATES

ALTERNATE BID H-1 Daiken Equipment

State the cost to be added to, or deducted from the base bid to use Daiken VRF system equipment in lieu of the base bid Trane System/Equipment. Alternate equipment must meet all the specifications of the BASE BID Equipment. Equipment capacities and electrical characteristics must also meet the values listed in the contract documents.

_____ Dollars
(\$ _____)

ALTERNATE BID H-2 JCI/Hitachi Equipment

State the cost to be added to, or deducted from the base bid to use JCI/Hatachi VRF system equipment in lieu of the base bid Trane system/equipment. Alternate equipment must meet all the specifications of the BASE BID equipment. Equipment capacities and electrical characteristics must meet the values listed in the contract documents.

_____ Dollars
(\$ _____)

ALTERNATE BID H-3 Extended 2-Year Warranty for HVAC Equipment, Controls and Labor)

State the total cost to be added to the base bid to provide a full 2-year extended warranty for HVAC Equipment and Controls.

_____ Dollars
(\$ _____)

UNIT PRICES

The Undersigned hereby agrees that each Unit Price submitted represents full compensation for either additions to or deductions from the Contract Sum for extra work or changes ordered under the Contract, as specified for Unit prices under instructions to Bidders and Division 1 "General Requirements".

Unit Price No. HVAC 1: 1" Hot Water Piping \$_____.

Unit Price No. HVAC 2: ¾" Condensate Piping \$_____.

Unit Price No. HVAC 3: 12"X 8" Ductwork \$_____.

ALLOWANCES

The Undersigned hereby agrees that the sums indicated for each labor and material allowance is included in the Base Bid and is work that is in addition to the required work of the Contract. The undersigned further certifies that the labor and material sums for each allowance shall be established using the listed. Unit Price indicated on this Bid Form, except where alternative direction is provided in the allowance description. The Undersigned agrees that unused allowance sums will be deducted from the Contract amount by Change Order.

Allowance No. HVAC 1: 200'-0" of 1" Hot Water Piping \$_____.

Allowance No. HVAC 2: 200'-0" of ¾" Condensate Piping \$_____.

Allowance No. HVAC 3: 160'-0" of 12" x 8" Ductwork \$_____.

In submitting this Bid, I have received and included in this Bid, the instructions and information contained in the following Addenda:

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

The undersigned certifies that the Contract Documents have been considered, in their entirety, both before and in the preparation of this Bid. The undersigned, in submitting this Bid, intends to be legally bound by this Bid.

IN WITNESS WHEREOF, the undersigned has caused this Bid to be executed as of

_____. Date

When the Bidder is an Individual:

_____	_____ (SEAL)
Witness	Bidder

When the Bidder is a Partnership:

_____	_____ (SEAL)
Witness	

By: _____ (SEAL)	_____ (SEAL)
	_____ (SEAL)

Partners

When the Bidder is a Corporation: (CORPORATE SEAL)

_____ ATTEST:

Secretary

By: _____
President

_____ is a Corporation organized

and existing under the Laws of _____ and has (has not)
been granted a Certificate of Authority to do Business in Pennsylvania, as required by the Business
Corporation Law, approved May 5, 1933, P. L. 364, as amended to date.

END OF SECTION 00300

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BID FORM

CONTRACT NO.3 ELECTRICAL CONSTRUCTION

Southern Middle School Library Renovations
for
Reading School District

Bid of: Southern Middle School Library Renovations for Reading School District

To: Mr. Joe Chiarelli, Purchasing Agent, Reading, PA

In conformity with the Drawings and Specifications as prepared by Consolidated Engineers, 1022 James Drive, Leesport, Pennsylvania for Southern Middle School Library Renovations (the "Project"), and after an examination of the site and the Bidding and Contract Documents, including the Advertisement, Instructions to Bidders, Bid Form, Bid Bond, Qualification Statement, General Conditions as modified, Standard Form of Agreement, Performance Bond and Payment Bond, Insurance Requirements, and Technical Specifications and Drawings, the undersigned submits this Bid and encloses herewith as a bond on the form enclosed, furnished by Reading School District (the "District"), in an amount of not less than ten percent (10%) of the total of the hereinafter stated Base Bid, made payable to or indemnifying the District, 800 Washington Street Reading, Pennsylvania. The District shall hold this bid security, as provided in the Instructions to Bidders, if this Bid or any part thereof is accepted by the District, and the undersigned shall fail to furnish approved bonds and execute the Agreement within ten (10) days from the date of issuance of the award. Should the District fail to make an award on this Project through no fault or failure on the part of the Bidder, then the District shall return said bid security.

It is hereby certified that the undersigned is the only person(s) interested in this Bid as principal, and that the Bid is made without collusion with any person, firm, or corporation. The Bidder submits herewith, as such, a Non-Collusion Affidavit in accordance with the provisions of the Pennsylvania Antbid-Rigging Act, 62 Pa.C.S. Section 4501 et seq.

Bidder hereby agrees to execute the Agreement and furnish surety company bonds in the form incorporated in the Contract Documents, in the amount of one-hundred percent (100%) of the Contract Sum for the Performance Bond and Payment Bond, within ten (10) days after mailing by the School Board of notice of award, and to begin work within ten (10) days after date of Notice to Proceed.

Bidder guarantees that, if awarded the Contract, he will furnish and deliver all materials, tools, equipment, tests, transportation, secure all permits and licenses, do and perform all labor, superintendence and all means of construction, pay all fees and do all incidental work, and to execute, construct and finish, in an expeditious, substantial and workmanlike manner, in accordance with the Drawings and Specifications, to the complete satisfaction and acceptance of the District, for Southern Middle School Library Renovations. It is understood that the District Board of School Directors (the "School Board"), reserves the right to reject any or all bids, or part thereof, or items therein and to waive technicalities required for the best interest of the District. It is further understood that competency and responsibility of bidders will receive consideration before the award of the Contract. A certified copy of the Contractor's Qualification Statement, AIA Document A305 shall be submitted.

Bidder submits this Bid with the understanding that the work shall be completed on or before **November 18, 2022**; in accordance with the schedule; and, that time for completion of the work shall be considered as of the essence of this Contract. The Project start date shall be Immediately after School Board approval and Contract signing. A detailed breakdown sheet of the work, and the Contract Sum of the work involved, shall be submitted to the Engineer, within fifteen (15) calendar days after the execution of the Contract.

The Bidder agrees that he will not assign his Bid or any of his rights or interests thereunder without the written consent of the School Board.

SUBMITTALS: The Bidder agrees to submit shop drawings for the Southern Middle School Library Renovations for the Reading School District within two (2) weeks after the Contract is fully executed.

THE BID, as called for, is submitted as follows:

BASE BID, Contract No.3 Electrical Construction

_____ Dollars
(\$ _____)

ALTERNATES

There are no Electrical Alternates for this project.

UNIT PRICES

The Undersigned hereby agrees that each Unit Price submitted represents full compensation for either additions to or deductions from the Contract Sum for extra work or changes ordered under the Contract, as specified for Unit prices under instructions to Bidders and Division 1 "General Requirements".

Unit Price No. EC 1: 120 Volt Circuit \$ _____.

Unit Price No. EC 2: Type "A" Light Fixture \$ _____.

Unit Price No. EC 3: Ceiling Occupancy sensor \$ _____.

ALLOWANCES

The Undersigned hereby agrees that the sums indicated for each labor and material allowance is included in the Base Bid and is work that is in addition to the required work of the Contract. The undersigned further certifies that the labor and material sums for each allowance shall be established using the listed Unit Price indicated on this Bid Form, except where alternative direction is provided in the allowance description. The Undersigned agrees that unused allowance sums will be deducted from the Contract amount by Change Order.

Allowance No. EC 1: Ten (10) 120 Volt Circuits \$ _____.

Allowance No. EC 2: Ten (10) Type "A" Light Fixtures \$ _____.

Allowance No. EC 3: Five (5) Ceiling Occupancy Sensors \$ _____.

In submitting this Bid, I have received and included in this Bid, the instructions and information contained in the following Addenda:

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

The undersigned certifies that the Contract Documents have been considered, in their entirety, both before and in the preparation of this Bid. The undersigned, in submitting this Bid, intends to be legally bound by this Bid.

IN WITNESS WHEREOF, the undersigned has caused this Proposal to be executed as of

_____. Date

When the Bidder is an Individual:

_____	_____ (SEAL)
Witness	Bidder

When the Bidder is a Partnership:

_____	_____ (SEAL)
Witness	

By: _____ (SEAL)	_____ (SEAL)
	_____ (SEAL)
	Partners

When the Bidder is a Corporation: (CORPORATE SEAL)

_____ ATTEST:

_____	By: _____
Secretary	President

_____ is a Corporation organized

and existing under the Laws of _____ and has (has not) been granted a Certificate of Authority to do Business in Pennsylvania, as required by the Business Corporation Law, approved May 5, 1933, P. L. 364, as amended to date.

END OF SECTION 00300

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SECTION 00480 - NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 62 Pa.C.S. Section 4501 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.

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

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 this bid.

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. 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.

Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

CONTRACT Southern Middle School Library Renovations for the Reading School District

STATE OF Pennsylvania:

COUNTY OF Berks:

I state that I am _____ of
(Title)

(Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. My firm, its affiliates, subsidiaries, owners, directors, officers and employees are not currently under investigation by any governmental agency and have not, in the last three (3) years, been convicted or found liable for any act prohibited by State or Federal law, in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

6. A statement above that a person or firm has been so convicted or found liable does not prohibit

(Name of Public Entity)

from accepting a bid from or awarding a contract to such bidder, but may be a ground for consideration by

(Name of Public Entity)

on the question of declining to award a contract to the bidder on the basis of a lack of responsibility.

I state that _____
(Name of Firm)

understands and acknowledges that the above representations are material and important, and will be relied on by

(Name of Public Entity)

in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from

(Name of Public Entity)

of the true facts relating to the submission of bids for this contract.

(Signature)

(Name and Title)

(Name of Firm)

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS

_____ DAY OF _____, 20_____.

(NOTARY PUBLIC)

MY COMMISSION EXPIRES ON: _____.

END OF SECTION 00480

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AIA® Document A701™ – 2018

Instructions to Bidders

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

Southern Middle School Library Renovations Project

THE OWNER:
(Name, legal status, address, and other information)

Reading School District
800 Washington Street
Reading, PA 19601

THE ARCHITECT/ENGINEER (hereinafter and for purposes of this document and the contract documents, the "Architect"):
(Name, legal status, address, and other information)

Consolidated Engineer
1022 James Drive
Leesport, PA 19533

TABLE OF ARTICLES

- 1 DEFINITIONS
- 2 BIDDER'S REPRESENTATIONS
- 3 BIDDING DOCUMENTS
- 4 BIDDING PROCEDURES
- 5 CONSIDERATION OF BIDS
- 6 POST-BID INFORMATION
- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

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

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

It is intended that AIA Document G612™-2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract, as amended (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

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

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

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

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

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

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

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

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

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

(Paragraph Deleted)

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

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

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

§ 3.2 Modification or Interpretation of Bidding Documents

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

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

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

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

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

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

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

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

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

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

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

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

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

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

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

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

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

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

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

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

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

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

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

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

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

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

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

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

§ 4.2 Bid Security

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

(Insert the form and amount of bid security.)

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

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

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

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been

awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

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

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

Bids are to be hand delivered or delivered by traceable means to the Reading School District Administration Building, Attention: Joe Chiarelli, Purchasing Manager, 800 Washington Street, Reading, Pennsylvania, 19601, by 10:00 a.m. on Thursday, March 10, 2022. Bids received by US Postal Service, telephone facsimile machine (FAX) or email will NOT be accepted.

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

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

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

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

§ 4.4 Modification or Withdrawal of Bid

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

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

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

§ 4.4.3

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

In the event the Prevailing Wage Rates included with the Bidding Document expire after the opening of Bids, but before the award of the Contract, the Bidder agrees that an updated determination of the Prevailing Wage Rates shall be obtained from the Secretary of Labor and Industry and that the Bidder, if awarded the Contract, will pay the Prevailing Wage Rates set forth in such updated determination in accordance with the requirements of the General Conditions, as amended. Under such circumstances, the Bidder agrees that it will not withdraw its Bid nor be entitled to

increase the amount Bid or the Contract Sum, as applicable.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

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

§ 5.2 Rejection of Bids

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

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

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

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

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

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

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

§ 5.3 Acceptance of Bid (Award)

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

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

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

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

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

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

(Paragraphs Deleted)

§ 6.3 Submittals

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

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

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

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

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

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

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

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

§ 7.2 Time of Delivery and Form of Bonds

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

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

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

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

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

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

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

- 2 Insurance and Bonds as required in bid materials.

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

- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

(Paragraphs Deleted)

- .5 Drawings included in bid materials.

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

- .6 Specifications included in bid materials.

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

- .7 Addenda issued by the Architect:

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

- .8 Other Exhibits:

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

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

The Sustainability Plan:

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

Supplementary and other Conditions of the Contract:

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

- .9 Other documents listed below:

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

All documents required to be submitted with the Bid.

Additions and Deletions Report for AIA® Document A701™ – 2018

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 14:22:42 ET on 02/16/2022.

PAGE 1

Southern Middle School Library Renovations Project
Reading School District
800 Washington Street
Reading, PA 19601

...

THE ARCHITECT; ARCHITECT/ENGINEER (hereinafter and for purposes of this document and the contract documents, the "Architect"):

...

Consolidated Engineer
1022 James Drive
Leesport, PA 19533

PAGE 2

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the ~~Contract~~ Contract, as amended (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

...

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

...

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

PAGE 3

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

...

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

PAGE 4

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

...

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

...

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

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

...

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

...

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

...

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

...

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

...

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

...

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

...

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

PAGE 5

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

PAGE 6

Bids are to be hand delivered or delivered by traceable means to the Reading School District Administration Building, Attention: Joe Chiarelli, Purchasing Manager, 800 Washington Street, Reading, Pennsylvania, 19601, by 10:00 a.m. on Thursday, March 10, 2022. Bids received by US Postal Service, telephone facsimile machine (FAX) or email will NOT be accepted.

...

Negligence by Bidder in preparing its Bid confers no right of withdrawal or modification of its Bid after such Bid has been opened. No claims on account of mistakes or omissions in any Bid will be considered.

...

Notwithstanding the above, a Bidder may withdraw its Bid after such Bid has been opened in accordance with the causes set forth in the Pennsylvania Bid Withdrawal Act, Act No. 4 of 1974, 73 P.S. §1601 et seq. Strict compliance with said Bid Withdrawal Act is required to withdraw a Bid after the Bid Deadline.

...

§ 4.4.3 After-

...

the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of Bids shall be irrevocable for sixty (60) days after the actual day of opening thereof unless delayed by the required approval of another governmental agency, the sale of bonds or the award of a grant, in which case, Bids shall be irrevocable for one hundred twenty (120) days after the Bid Deadline. Extensions of the date for the award of contract may be made by the mutual written consent of Owner and the lowest responsible and responsive Bidder.

...

the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows: In the event the Prevailing Wage Rates included with the Bidding Document expire after the opening of Bids, but before the award of the Contract, the Bidder agrees that an updated determination of the Prevailing Wage Rates shall be obtained from the Secretary of Labor and Industry and that the Bidder, if awarded the Contract, will pay the Prevailing Wage Rates set forth in such updated determination in accordance with the requirements of the General Conditions, as amended. Under such circumstances, the Bidder agrees that it will not withdraw its Bid nor be entitled to

...

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.) increase the amount Bid or the Contract Sum, as applicable.

PAGE 7

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

...

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

...

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

...

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

...

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

...

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

...

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

PAGE 8

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

...

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

...

§ 6.2 Owner's Financial Capability

...

~~A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.~~

...

.4 A separate and complete Verification Form required by the Public Works Employment Verification Act, 43 P.S. § 167.1, et seq., for itself acknowledging its responsibilities and its compliance with the Public Works Employment Verification Act as a precondition of the Owner's Award of the Contract. The Verification Form shall be obtained from the Secretary of the Pennsylvania Department of General Services and shall include a certification that the information is true and correct, subject to sanctions provided by law. The respective Verification Form shall be executed by a representative who has sufficient knowledge and authority to make the representations and certifications contained in the Verification Form.

...

.5 A fully executed Performance Bond on the form included in the Bidding Documents

...

.6 A fully executed Payment Bond on the form included in the Bidding Documents

...

.7 A fully executed Waiver of Liens/Mechanics' Lien Waiver on the form included in this Project Manual.

...

.8 The duly executed Contract, as prepared by Owner based on the amount Bid.

...

.9 A Certificate of Insurance evidencing the insurance coverages and endorsements required to be maintained by the Contractor pursuant to Article 11 of the General Conditions.

PAGE 9

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

...

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

...

~~§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1, seven days following receipt of the Notice of Intent to Award the Contract.~~

...

~~§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. The surety bonds required shall have as surety thereon a corporation duly authorized to conduct business in Pennsylvania and which is in accordance with the Contract Documents.~~

...

- ~~2~~ AIA Document A101™ 2017, Exhibit A, Insurance and Bonds, unless otherwise stated below. Insurance and Bonds as required in bid materials.

PAGE 10

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

...

- ~~4~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

...

(Insert the date of the E203 2013.)

...

- ~~5~~ Drawings included in bid materials.

...

- ~~6~~ Specifications included in bid materials.

...

- ~~7~~ ~~Addenda:~~ Addenda issued by the Architect:

...

All documents required to be submitted with the Bid.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Alicia S. Luke, Esquire, 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 14:22:42 ET on 02/16/2022 under Order No. 2114247276 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ - 2018, Instructions to Bidders, 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 004313 BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS that we, _____
(hereinafter called the “Principal”), and _____
a company authorized to transact business in the Commonwealth of Pennsylvania, and having its principal
office at _____
(hereinafter called the “Surety”), as Surety, are held and firmly bound unto the Reading School District
(hereinafter called the “Obligee”), as Obligee, in the amount equal to TEN PERCENT (10%) OF THE BASE
BID PLUS ANY ADDITIVE ALTERNATES (the “Penal Sum”), as lawful money of the United States of
America, for payment of which we bind ourselves, and each of our respective heirs, legal representatives,
successors and assigns, jointly and severally, by these presents, on this ____ day of _____, 2021.

WHEREAS, said Principal is herewith submitting to the Obligee a Bid to perform the Work pursuant to
Contract No. 1: General Construction, Contract No. 2: HVAC Construction, Contract or No 3: Electrical
Construction for the Obligee to complete the Southern Middle School Library Renovations for Reading School
District pursuant to the Bidding Documents thereof which include, without limitation, the Project Manual Table
of Contents, Invitation to Bid, Instructions to Bidders, General Conditions of Contract, Bid Bond Form,
Contract Form, Performance Bond Form, Payment Bond Form, Maintenance Bond Form, Non-Collusion
Affidavit Form, Specifications, Bid Form, and any Addenda; and it is a condition of the Obligee’s receipt and
consideration of said Bid that such shall be accompanied by Bid Security to be held by the Obligee on terms
embodied herein.

THEREFORE, the condition of this obligation is that if said Principal shall furnish to the Obligee together
with good and sufficient surety or sureties, as may be required for the faithful performance and proper
fulfillment of the Contract, in the form specified by the Owner, and, within seven (7) days of receiving a Notice
of Intent to Award, three complete, executed counterparts of (1) Executed Agreement Form, (2) Completed
and executed Performance Bond, (3) Completed and executed Payment Bond, (4) Executed Waiver of
Liens/Mechanic’s Lien Waiver, (5) Certificate of Insurance evidencing insurance coverage required by the
General Conditions, and (6) Executed Verification Form required by the Public Works Employment
Verification Act (the “Post-Bid Submittals”) then this obligation shall be void and of no effect, but otherwise
it shall remain in full force. If the Principal shall fail to furnish three complete, executed counterparts of all
Post-Bid Submittals to Obligee within seven (7) calendar days after receipt of the Notice of Intent to Award (a
“Bid Default”), the Obligee may apply the Penal Sum toward the difference between the amount of the Bid of
the Principal as accepted by the Obligee and any higher amount for which the Obligee may contract for the
required Work, plus any advertising costs, legal fees, damages, penalties, and any and all other fees and expenses
incurred by the Obligee by reason of the failure of the Principal to comply herewith. If the Obligee does not
procure an executed contract with any other party for the performance of the Work within thirty (30) days after
the acceptance of the Bid from the Principal, whether because of the lack of other Bids or the inability or refusal
of any other Bidder to contract, or because the cost under any higher Bid would be greater than the Obligee
would afford, as determined in the sole discretion of the Obligee, then in that event, the Surety shall pay to the
Obligee the full amount of the Penal Sum as liquidated damages and not as penalty.

THE SURETY, ITS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, FIRMLY BY THESE PRESENTS, AUTHORIZE AND EMPOWER ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR IT AND EACH OF ITS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, AND CONFESS JUDGMENT IN FAVOR OF THE OBLIGEE, ITS SUCCESSORS AND ASSIGNS, AND AGAINST THE SURETY AND EACH OF ITS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, TOGETHER WITH AN ATTORNEY'S COMMISSION OF TWENTY PERCENT (20%) OF THE AMOUNT CONFESSED, BESIDES COST OF SUIT, WITH RELEASE OF ERRORS AND WAIVE OF ALL CAUSES FOR STAY OF EXECUTION AND EXEMPTION. THE SURETY FURTHER AGREES THAT IF, IN THE OPINION OF THE OBLIGEE, ANY BID DEFAULT SHALL HAPPEN ON THE PART OF THE PRINCIPAL, THE SURETY SHALL PAY ALL LOSS OCCASIONED THEREBY, AND THAT THE ASCERTAINED AMOUNT THEREOF, WHICH SHALL BE DETERMINED BY THE OBLIGEE, AND OF THE TRUTH OF WHICH OATH OR AFFIRMATION SHALL BE MADE BY THE OBLIGEE SHALL BE FINAL, BINDING AND CONCLUSIVE UPON THE SURETY, AND THAT EXECUTION FORTHWITH SHALL ISSUE AGAINST THE SURETY THE AMOUNT OF SAID BID DEFAULT.

[Signatures on the following page]

**Southern Middle School Library Renovations
Reading School District
February 2022**

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

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

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

Corporate or Limited Liability Company Principal Name of Entity: _____ Attest: _____	By: _____ Name: _____ Title: _____*
---	---

[CORPORATE SEAL]

* If the signatory is an authorized representative, attach proof evidencing authority to execute on behalf of the corporation or limited liability company

Corporate Surety Name of Surety: _____ Witness or Attest: _____	By: _____ Name: _____ Title: _____**
--	--

[CORPORATE SEAL]

Attach an appropriate Power of Attorney evidencing the authority of the Attorney-in-Fact to act on behalf of the Surety.

CERTIFICATE AS TO CORPORATE OR LIMITED LIABILITY PRINCIPAL

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

Signature: _____

Name: _____

Title: Secretary

Date: _____

(SEAL)

END OF SECTION 004313

SECTION 004314 AGREEMENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that we

_____ ,
as Surety, a corporation existing under the laws of the State of _____, and
authorized to transact business in the Commonwealth of Pennsylvania, hereby agree to execute within the time
limit specified in the Contract Documents, the Contract Bonds in the forms and in the amounts required for
the faithful performance and proper fulfillment of Contract No. 1: General Construction, Contract No. 2:
HVAC Construction, or Contract No. 3 Electrical Construction for the Obligee to complete the Southern Middle
School Library Renovations for Reading School District on behalf of:

_____ (“Principal “)
[Name of Contractor]

hereinafter called the Bidder, provided that the above Contract be awarded to the Bidder as provided in the
Instructions to Bidders, and the Surety further agrees that should the Surety, after notification of intent to make
such award, omit or refuse to execute the required bonds, then the Surety shall pay to the Obligee the difference
between the amount of the Principal’s accepted Bid and any higher amount for which the Obligee may contract
for the required work, as well as any advertising, Architect’s, engineering, legal and other expenses incurred by
the Obligee by reason of the default; provided, however, that the obligations of the Surety hereunder shall not
exceed the amount of Bid Security provided by the Bidder together with interest.

WITNESS

CORPORATE SURETY

DATE

SIGNATURE (SEAL)

ATTORNEY-IN-FACT

END OF SECTION 004314

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SECTION 00 52 00 - OWNER AND CONTRACTOR AGREEMENT FORM

See attached AIA A101-2017, as modified by Owner

Contract No. 1: General Construction
Contract No. 2: HVAC Construction
Contract No. 3: Electrical Construction

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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 2022
(In words, indicate day, month and year.)

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

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

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

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

Southern Middle School Library Renovations Project

The Architect/Engineer (hereinafter and for purposes of this Agreement and the contract documents, the "Architect"):
(Name, legal status, address and other information)

Consolidated Engineers
1022 James Drive
Leesport, PA 19533

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

Init.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

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

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

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

§ 3.3 Substantial Completion

Init.

§ 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: November 18, 2022

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

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

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

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any:

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

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

§ 4.5 Liquidated damages, if any:

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

The Contractor and Contractor's Surety shall be jointly and severally liable for and shall pay the Owner the cost of expenses incurred by the Owner resulting from the Contractor's delay in completing the Work of the Contract within

the Contract Time, as liquidated damages, and not as a penalty, in the amount of Five Hundred Dollars (\$500.00) per calendar day that has not achieved Substantial Completion or Final Completion, for each calendar day of delay until the Work is substantially complete, subject to adjustments of the Contract Time as provided in the Contract Documents.

§ 4.6 Other:

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

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 20th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment. The Contractor hereby waives any rights that the Contractor has or may have under the Pennsylvania Prompt Pay Act, 62 Pa.C.S.A. Section 3931, et seq. as amended from time to time.
(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less the retainage. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in the AIA Document A201-2017, General Conditions of the Contract for Construction, as amended;

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

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017, as amended;
- .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, as amended; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

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

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

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

§ 5.1.7.1.1 The following items are not subject to retainage:

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

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

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

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

- .1 The Contractor's inability to produce evidence satisfactory to the Owner evidencing payments for materials, labor and/or payments to Subcontractors, manufacturers or suppliers;
- .2 The existence of a dispute between the Owner and the Contractor regarding increased costs claimed by such Contractor; or
- .3 The Contractor's failure to complete the Work in accordance with the Contractor Documents, including, without limitation, the Drawings and Specifications, etc.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment

pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

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

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

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

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

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

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

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

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

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

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, as amended, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment has been issued by the Architect;
- .3 the Contractor has completed all Work in compliance with all applicable codes, laws, ordinances and regulations, which affect the Project and Work has passed all inspections.

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User Notes:

(3B9ADA3B)

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

§ 5.3 Interest

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

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

3 % per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

(Paragraph Deleted)

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2017

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

Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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(Paragraphs Deleted)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017, as amended, 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)

Jeff Haas, Chief Technology Officer
800 Washington Street
Reading, PA 19601
Telephone: (484) 258-7000
Email: haasj@readingsd.org

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

§ 8.5.2 The Contractor shall provide bonds as set forth in the project bid documents/project manual and elsewhere in the Contract Documents.

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

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

§ 8.7 Other provisions:

init.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A701™-2017, Instructions to Bidders
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction, as amended

(Paragraph Deleted)

- .5 Drawings included in bid materials.

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

- .6 Specifications included in bid materials.

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

- .7 Addenda issued by the Architect, if any:

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

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

- .8 Other Exhibits:

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

(Paragraphs Deleted)

(Paragraph Deleted)

(Table Deleted)

(Paragraph Deleted)

(Table Deleted)

- .9 Other documents, if any, listed below:

Init.

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

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

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

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

Additions and Deletions Report for AIA® Document A101® – 2017

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 10:16:19 ET on 02/17/2022.

PAGE 1

AGREEMENT made as of the day of in the year 2022

...

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

...

Southern Middle School Library Renovations Project

...

The Architect/Engineer (hereinafter and for purposes of this Agreement and the contract documents, the "Architect"):

...

Consolidated Engineers
1022 James Drive
Leesport, PA 19533

PAGE 2

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

...

A date set forth in a notice to proceed issued by the Owner.

PAGE 3

By the following date: November 18, 2022

...

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

...

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

PAGE 4

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

...

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

...

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

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 20th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment. The Contractor hereby waives any rights that the Contractor has or may have under the Pennsylvania Prompt Pay Act, 62 Pa.C.S.A. Section 3931, et seq. as amended from time to time.

...

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

...

- .1 ~~That~~ Take that portion of the Contract Sum properly allocable to completed Work; Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less the retainage. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in the AIA Document A201-2017, General Conditions of the Contract for Construction, as amended;

PAGE 5

- .2 ~~That~~ Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and writing, less the retainage;

...

- .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;~~ A201-2017, as amended;

...

- .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;~~ A201-2017, as amended; and

...

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

...

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

...

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

...

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

...

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

PAGE 6

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

...

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

...

.1 Satisfactory performance of the Work.

...

.2 Satisfactory maintenance of the Project schedule.

...

.3 Proper manning of the Project.

...

~~§ 5.1.8 If final completion of the~~ .4 Satisfactory completion of the Work.

...

.5 Satisfactory organization of the Project.

...

.6 Proper organization and coordination of subcontractors.

...

.7 Proper coordination of the Work.

...

.8 All defective Work is materially delayed has been remedied or is in the process of being remedied.

...

.9 Work completed is not in contention.

...

through no fault -10 Satisfactory follow through of paperwork, certified payrolls, Change Order proposals, or Construction Change Directives.

...

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

...

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

...

Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9. In the event a dispute arises between the Owner and Contractor, the Owner shall have the option as it deems necessary, in its sole and absolute discretion, to either continue to withhold ten percent (10%) of the total amount due the Contractor or to withhold additional retainage over and above the amount already retained by the Owner in the sum of one hundred fifty percent (150%) of the amount of any possible liability until such time as a final resolution is agreed to by all parties directly or indirectly involved, unless Contractor furnishes a bond satisfactory to the Owner to indemnify the Owner against the claim.

...

of AIA Document A201-2017. Upon the Architect's issuance of the Certificate of Substantial Completion, the retainage shall be equal to fifty percent (50%) of the cost to complete any then remaining, uncompleted, minor items.

...

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, as amended, and to satisfy other requirements, if any, which extend beyond final payment; ~~and~~

...

- .2 a final Certificate for Payment has been issued by the ~~Architect~~ Architect;

...

- .3 the Contractor has completed all Work in compliance with all applicable codes, laws, ordinances and regulations, which affect the Project and Work has passed all inspections.

PAGE 7

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

...

3 % per annum

...

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, as amended, 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.)

...

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

...

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

...

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

PAGE 8

§ 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~~ A201-2017, as amended.

...

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

...

Jeff Haas, Chief Technology Officer
800 Washington Street
Reading, PA 19601
Telephone: (484) 258-7000
Email: haasj@readingsd.org

...

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

...

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

...

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, as amended, 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:

PAGE 9

.2 ~~AIA Document A101™-2017, Exhibit A, Insurance and Bonds A701™-2017, Instructions to Bidders~~

...

.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: Construction, as amended~~

...

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

...

.5 Drawings included in bid materials.

...

.6 Specifications included in bid materials.

...

.7 ~~Addenda~~, Addenda issued by the Architect, if any:

...

~~AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~

...

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

...

~~The Sustainability Plan:~~

...

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

...

~~Supplementary and other Conditions of the Contract:~~

...

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

PAGE 10

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

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Alicia S. Luke, Esquire, 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 10:16:19 ET on 02/17/2022 under Order No. 2114247276 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, 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 006113 PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____,
as Principal (the “Principal”), and _____, a
company organized and existing under the laws of the _____ of _____, having its
principal office at _____, and
authorized to do business in the Commonwealth of Pennsylvania, as Surety (the “Surety”), are held and firmly
bound, jointly and severally, unto the READING SCHOOL DISTRICT, as Obligee (the “Obligee”), as hereinafter
set forth in the full and just sum of _____ Dollars
(\$ _____), lawful money of the United States of America, for the payment of which sum we
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WITNESSETH THAT:

WHEREAS, the Principal heretofore has submitted to the Obligee a certain Bid, dated
_____, 2022 (the “Bid”), to perform General Construction, HVAC Construction, or
Electrical Construction Work for the Obligee, in connection with the Southern Middle School Library Renovations
pursuant to Drawings, Specifications and other related documents constituting the Bidding Documents, which are
incorporated into the Bid by reference (the “Contract Documents”), as prepared by Consolidated Engineers and

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

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

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

WHEREAS, under the Contract Documents, it is provided, inter alia, that if the Principal shall furnish this
Performance Bond and the Payment Bond to the Obligee, and if the Obligee shall make an award to the Principal
in accordance with the Bid, then the Principal and the Obligee shall enter into an agreement with respect to
performance of such Work (the “Agreement”), the form of which Agreement is set forth in the Contract
Documents.

NOW, THEREFORE, the terms and conditions of this Performance Bond are and shall be that if: (a) the
Principal well, truly and faithfully shall comply with and shall perform the Work in accordance with the Contract
Documents, at the time and in the manner provided in the Contract Documents, and if the Principal shall satisfy
all claims and demands incurred in or related to the performance of the Contract Documents by the Principal or
growing out of the performance of the Contract Documents by the Principal, and if the Principal shall indemnify
completely and shall save harmless the Obligee and all of its officers, agents and employees from any and all costs
and damages, including, but not limited to, liquidated damages which the Obligee and all of its officers, agents and
employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse
completely and shall pay to the Obligee any and all costs and expenses which the Obligee and all of its officers,
agents and employees may incur by reason of any such default or failure of the Principal, including, but not limited
to, legal fees (e.g., fees of attorneys, paralegals and other legal professionals) and professional fees resulting from
such default or failure of the Principal, consequential, incidental, and delay damages resulting from such default or

failure of the Principal and liquidated damages in accordance with the Contract Documents, and (b) if the Principal shall remedy, without cost to the Obligee, all defects which may develop during the period of one (1) year from the date of final completion by the Principal and acceptance of the Obligee of the Work to be performed under the Contract Documents, which defects, in the sole judgment of the Obligee or its legal successors in interest, shall be caused by or shall result from defective or inferior materials or workmanship, then this Performance Bond shall be void; otherwise, this Performance Bond shall be and shall remain in force and effect and all claims, demands, costs, expenses and damages, including, but not limited to, legal fees and professional fees resulting from the default or failure of Principal, consequential, incidental, and delay damages resulting from such default or failure of the Principal, and liquidated damages in accordance with the Contract Documents, shall be payable by Principal and Surety upon demand of Obligee; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Performance Bond, as this Performance Bond is amended, whether automatically or in writing, in accordance with the terms hereof.

This Performance Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the Work to be performed under the Contract Documents, and/or any giving by the Obligee of any extensions of time for the performance of the Work in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents, shall not release, and/or discharge, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Performance Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance, and/or reduction of retained percentage.

Provided, that it is expressly agreed that this Performance Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon any amendment to the Contract Documents not increasing the Contract Sum in the aggregate by more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Contract Documents as so amended and the Surety, for value received, does waive notice of any such amendment to the Contract Documents not increasing the Contract Sum in the aggregate by more than twenty percent (20%). The term "Amendment", wherever used in this Performance Bond and whether referring to this Performance Bond, or the Contract Documents, shall include, without limitation, any alteration, addition, extension or modification, and of any character whatsoever.

Provided, further, that no final settlement between the Obligee and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In the event that the Obligee incurs legal fees for default or enforcement of its rights under the Contract Documents or Performance Bond, the Surety agrees to pay for all reasonable legal fees and costs incurred by the Obligee.

Any dispute resolution proceeding, legal or equitable, under this Performance Bond, shall be instituted in the Court of Common Pleas of Berks County or in the United States District Court for the Eastern District of Pennsylvania and not elsewhere. In such dispute resolution proceeding, Obligee may join both Principal and Surety as parties, and Principal and Surety hereby consent to such joinder, jurisdiction and venue. This Performance Bond shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law.

[Signatures on the following page]

**Southern Middle School Library Renovations
Reading School District
February 2022**

IN WITNESS WHEREOF, the Principal and the Surety cause this Performance Bond to be signed, sealed and delivered this _____ day of _____, 2022.

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

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

Corporate or Limited Liability Company Principal Name of Entity: _____ Attest: _____	By: _____ Name: _____ Title: _____*
---	---

[SEAL]

* If the signatory is an authorized representative, attach proof evidencing authority to execute on behalf of the corporation or limited liability company

Corporate Surety Name of Surety: _____ Witness or Attest: _____	By: _____ Name: _____ Title: _____**
--	--

[SEAL]

** Attach an appropriate Power of Attorney evidencing the authority of the Attorney-in-Fact to act on behalf of the Surety.

END OF SECTION 006113

SECTION 006114 PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____
as Principal (the "Principal"), and _____, a
company organized and existing under the laws of the _____,
having its principal office at _____
and authorized to do business in the Commonwealth of Pennsylvania, as Surety (the "Surety"), are held and firmly
bound, jointly and severally, unto the Reading School District, as Obligee (the "Obligee"), as hereinafter set forth in
the full and just sum of:

lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal heretofore has submitted to the Obligee
a certain Bid, dated _____, 2022 (the "Bid"), to perform General Construction, HVAC
Construction, or Electrical Construction Work for the Obligee, in connection with the Southern Middle School
Library Renovations pursuant to Drawings, Specifications and other related documents constituting the Bidding
Documents, which are incorporated into the Bid by reference (the "Contract Documents"), as prepared by
Consolidated Engineers and

WHEREAS, the Contract Documents are incorporated into this Bond by reference and made a part
hereof; and

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

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

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

WHEREAS, under the Contract Documents, it is provided, *inter alia*, that if the Principal shall furnish this
Payment Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the Bid,
then the Principal and the Obligee shall enter into an agreement with respect to performance of the Work (the
"Agreement"), the form of which Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Payment Bond are and shall be that if the Principal and any subcontractor of the Principal to whom any portion of the Work under the Contract Documents shall be subcontracted, and if all assignees of the Principal and of any such subcontractor, promptly shall pay or shall cause to be paid, in full, all money which may be due any claimant supplying labor or materials in the prosecution and performance of the Work in accordance with the Contract Documents, including, without limitation, any amendment, extension or addition to the Contract Documents, for material furnished, labor supplied or labor performed, then this Payment Bond shall be void; otherwise, this Payment Bond shall be and shall remain in force and effect.

This Payment Bond, as provided by the Act, shall be solely for the protection of claimants supplying labor or materials to the Principal, any subcontractor of the Principal any assignees of the Principal, or any assignees of any subcontractor of the Principal in the prosecution of the Work covered by the Contract Documents, including, without limitation, any amendment, extension or addition to the Contract Documents and is conditioned for the prompt payment of all such materials furnished and labor supplied or performed in the prosecution of any portion of the Work. The term "claimant", when used herein and as required by the Act, shall mean any individual, firm, partnership, association, corporation, limited liability company or similar entity. The phrase "labor or materials" when used herein and as required by the Act, shall include, without limitation, public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site of the Work covered by the Contract Documents. As required by the Act, the provisions of this Payment Bond shall be applicable whether or not the material furnished or labor performed enters into and becomes a component part of the public building, public work or public improvement contemplated by the Contract Documents.

As provided and required by the Act, the Principal and the Surety agree that any claimant, who has performed labor or furnished material in the prosecution of the Work in accordance with the Contract Documents, including, without limitation, any amendment, extension or addition to the Contract Documents, and who has not been paid therefore, in full, before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this Payment Bond, in the name of the claimant, in assumpsit, to recover any amount due the claimant for such labor or material; and may prosecute such action to final judgment and may have execution upon the judgment; provided, however, that: (a) any claimant who has a direct contractual relationship with any subcontractor of the Principal or any assignees of any subcontractor of the Principal, but has no contractual relationship, express or implied, with the Principal, may institute an action upon this Payment Bond only if such claimant first shall have given written notice, served in the manner provided in the Act, to the Principal, within ninety (90) days from the date upon which such claimant performed the last of the labor or furnished the last of the materials for which payment is claimed, stating, with substantial accuracy, the amount claimed and the name of the person for whom the Work was performed or to whom the material was furnished; and (b) no action upon this Payment Bond shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted by the claimant and (c) every action upon this Payment Bond shall be instituted either in the appropriate court of the County where the Agreement is to be performed or of such other County as Pennsylvania statutes shall provide, or in the United States District Court for the district in which the Project, to which the Agreement relates, is situated, and not elsewhere.

This Payment Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the Work to be performed under the Contract Documents, and/or any giving by the Obligee of any extensions of time for the performance of the Work in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents, and/or the reduction of any percentage to be retained

by the Obligee as permitted by the Contract Documents, shall not release, and/or discharge, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Payment Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

Provided, that it is expressly agreed that this Payment Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract Documents not increasing the Contract Sum more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Contract Documents as so amended. The term "Amendment", wherever used in this Bond and whether referring to this Bond, the Contract Documents, or the Agreement, shall include any alteration, addition, extension or modification of any character whatsoever.

Provided, further, that no final settlement between the Obligee and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

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

[Signature page follows]

**Southern Middle School Library Renovations
Reading School District
February 2022**

IN WITNESS WHEREOF, the Principal and the Surety cause this Payment Bond to be signed, sealed and delivered this _____ day of _____, 2022.

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

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

Corporate or Limited Liability Company Principal Name of Entity: _____ Attest: _____	By: _____ Name: _____ Title: _____*
---	---

[SEAL]

* If the signatory is an authorized representative, attach proof evidencing authority to execute on behalf of the corporation or limited liability company

Corporate Surety Name of Surety: _____ Witness or Attest: _____	By: _____ Name: _____ Title: _____**
--	--

[SEAL]

** Attach an appropriate Power of Attorney evidencing the authority of the Attorney-in-Fact to act on behalf of the Surety.

END OF SECTION 006114

SECTION 006115 WAIVER OF LIENS/MECHANICS' LIEN WAIVER

Berks County, Pennsylvania _____, 2022

OWNER: Reading School District

CONTRACTOR: _____ (“Contractor”)

CONTRACT: Contract between the Owner and Contractor dated _____, 2022

PROJECT: All labor and material necessary for the Southern Middle School Library Renovations,
Reading Pennsylvania

1. Contractor hereby stipulates and agrees for payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, that Contractor, any Subcontractor, any Sub-subcontractor, any materialman, or any other person furnishing labor or materials to any of them, shall not file a lien, commonly called a mechanics’ lien, or claim for any and all amounts that are, from time-to-time, owed by the Owner against the Project or improvements thereon, and any leasehold interests therein, or any part thereof, for any labor or materials furnished. All Subcontractors, Sub-subcontractors, materialmen, or any other person furnishing labor or materials to any of them or to the Contractor for the Project or improvements thereon, any leasehold interests therein, or any part thereof, shall look to and hold the Contractor personally liable for all Subcontracts, labor or materials furnished to the Project or improvements thereon, so that there shall not be any legal or lawful claim of any kind whatsoever against the Owner for and about the erection, construction and completion of the Project or improvements thereon, and any leasehold interests therein, or any part thereof, or with respect to labor and materials furnished under any supplemental contract or arrangement for extra work in connection with alterations and related improvements on the Project and any leasehold interests therein, or any part thereof.

2. This Waiver of Liens/Mechanics’ Lien Waiver, waiving the right of lien, shall be an independent covenant and shall also operate and be effective with respect to work done and materials furnished under any supplemental contract or arrangement for extra work in connection with alterations and related improvements at the Project and any leasehold interests therein.

3. In the event Contractor, any Subcontractor, any Sub-subcontractor, any materialman, or any other person furnishing labor and materials to any of them, files any mechanics’ lien or claim, each hereby irrevocably waives any right to jury trial in any action to strike or discharge the lien.

4. Without limitation of the foregoing, this Waiver of Liens/Mechanics’ Lien Waiver is made and intended to be filed with the Office of the Prothonotary of the county or counties in which the Project is located in accordance with the requirements of Section 402 of the Mechanics’ Lien Law of 1963 of the Commonwealth of Pennsylvania, 49 P.S. § 1402, as amended and supplemented.

5. Each of the terms, provisions, covenants, conditions of this Waiver of Liens/Mechanics’ Lien Waiver, as the case may be, shall be binding upon and inure to the benefit of Owner, Contractor, each Subcontractor of Contractor, each Sub-subcontractor of each Subcontractor, and each party acting for, though, or under Contractor, Subcontractor, or Sub-subcontractor, and their respective heirs, executors, administrators, successors and assigns.

6. In order to give the Owner full power and authority to protect itself and the Project against any and all claims filed by the Contractor, any Subcontractor, any Sub-subcontractor, any materialmen, any other person furnishing labor or materials to any of them, or anyone acting under or through them in violation of the foregoing covenant, the said Contractor, for itself and all persons or entities acting through it, hereby irrevocably authorizes and empowers any Attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania, to appear for it or any of them, in any of the said Courts of Common Pleas as Attorney for it and in its name, mark any and all claims satisfied of record at the cost and expense of the Contractor, including, without limitation, all legal fees (e.g., fees of attorneys, paralegals, and any other legal professionals) related thereto, any and all claims or claim, lien or liens, filed by or for the Contractor, any Subcontractor, any Sub-subcontractor, any materialmen, any other person furnishing labor or materials to any of them, or anyone acting under or through them in violation of the foregoing covenant, or in its or their name against the Project or any part thereof. For such act or acts this shall be good and sufficient warrant and authority and a reference to the Court, Term, and Number in which and where this Waiver of Liens/Mechanics' Lien Waiver shall have been filed shall be a sufficient exhibit of the authority herein contained to warrant such action, and the Contractor does hereby remise, release and quit-claim all rights and all manner of errors, defects and imperfections whatsoever in entering such satisfaction or in any way touching or concerning the same.

7. In the event of a dispute between the Contractor and the Owner, to the extent that the Owner incurs any legal fees, professional fees, or other costs or expenses in defending, removing, marking satisfied any mechanics' liens or any other expenses incurred by Owner in connection with mechanics' lien claims and/or judgments related to the Project, the Contractor will be solely responsible for those amounts incurred by the Owner, which will be deducted to the extent available, from any amounts due the Contractor under the Contract. If the amount due the Contractor is not sufficient to cover such cost, the Contractor shall pay the difference to the Owner within ten (10) days of receipt of the Owner's invoice for such legal fees, professional fees or other costs and expenses.

IN WITNESS WHEREOF, Contractor, acting by its duly authorized officers and intending to be legally bound, has hereunto caused this instrument to be duly executed as of the day and year first above written.

CONTRACTOR:

By: _____

Witness

Printed Name: _____

Title: _____

Date: _____

SECTION 00 72 00 - GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

See attached AIA A201-2017, as modified by Owner.

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
Southern Middle School Library Renovations Project

THE OWNER:
(Name, legal status and address)
Reading School District 800 Washington Street
Reading, PA 19601

THE ARCHITECT/ENGINEER (hereinafter and for purposes of this document and the contract documents, the "Architect"):
(Name, legal status and address)
Consolidated Engineers 1022 James Drive
Leesport, PA 19533

TABLE OF ARTICLES

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

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

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

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

Init.

15 CLAIMS AND DISPUTES

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, 12.3

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

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

10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, 13.4

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, 15.1.6

Administration of the Contract

3.1.3, 4.2, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

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

Approvals

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

3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, 15.4

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

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

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

13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and

Responsibility

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

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

9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

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

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

13.4.2, 15.2

Architect's Inspections

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

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

(Paragraphs Deleted)

Architect's Relationship with Contractor

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

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

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

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

Architect's Relationship with Subcontractors

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

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

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

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for

Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

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

15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, 11.1.2, 11.1.3, 11.5

Building Information Models Use and Reliance

1.8

Building Permit

Init.

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User Notes:

(3B9ADA40)

3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7,
9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
Change Orders
1.1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3,
7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1,
9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1,
11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, 15.1.5
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, 15.1.6
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3,
11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,
6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, 15.1.5
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, 4.2.4
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,
9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1,
9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2,
13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3,
15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2,
15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS
1.1.4, 6
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3,
7.3, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION
OF THE
5.4.1.1, 5.4.2, 11.5, 14
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating
to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4,
9.1, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2,
12.3, 14.2.4, 14.3.2, 15.1.4.2, 15.1.5, 15.2.5
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5,
7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1,
8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2,
14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of

Init.

3.1, 6.1.2
 Contractor's Construction and Submittal Schedules
 3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
 Contractor's Employees
 2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6,
 10.2, 10.3, 11.3, 14.1, 14.2.1.1
 Contractor's Liability Insurance
 11.1
 Contractor's Relationship with Separate Contractors
 and Owner's Forces
 3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
 Contractor's Relationship with Subcontractors
 1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2,
 9.6.7, 9.10.2, 11.2, 11.3, 11.4
 Contractor's Relationship with the Architect
 1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2,
 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6,
 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
 Contractor's Representations
 3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
 Contractor's Responsibility for Those Performing the
 Work
 3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
 Contractor's Review of Contract Documents
 3.2
 Contractor's Right to Stop the Work
 2.2.2, 9.7
 Contractor's Right to Terminate the Contract
 14.1
 Contractor's Submittals
 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2,
 9.8.3, 9.9.1, 9.10.2, 9.10.3
 Contractor's Superintendent
 3.9, 10.2.6
 Contractor's Supervision and Construction
 Procedures
 1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,
 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
 Coordination and Correlation
 1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
 Copies Furnished of Drawings and Specifications
 1.5, 2.3.6, 3.11
 Copyrights
 1.5, 3.17
 Correction of Work
 2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 12.3,
 15.1.3.1, 15.1.3.2, 15.2.1
 Correlation and Intent of the Contract Documents
 1.2
 Cost, Definition of
 7.3.4
 Costs
 2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3,
 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6,
 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
 Cutting and Patching
 3.14, 6.2.5
 Damage to Construction of Owner or Separate
 Contractors
 3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
 Damage to the Work
 3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
 Damages, Claims for
 3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2,
 11.3, 14.2.4, 15.1.7
 Damages for Delay
 6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
 Date of Commencement of the Work, Definition of
 8.1.2
 Date of Substantial Completion, Definition of
 8.1.3
 Day, Definition of
 8.1.4
 Decisions of the Architect
 3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4,
 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2,
 14.2.2, 14.2.4, 15.1, 15.2
 Decisions to Withhold Certification
 9.4.1, 9.5, 9.7, 14.1.1.3
 Defective or Nonconforming Work, Acceptance,
 Rejection and Correction of
 2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3,
 9.10.4, 12.2.1
 Definitions
 1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1,
 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
 Delays and Extensions of Time
 3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,
 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
 Digital Data Use and Transmission
 1.7
 Disputes
 6.3, 7.3.9, 15.1, 15.2
 Documents and Samples at the Site
 3.11
 Drawings, Definition of
 1.1.5
 Drawings and Specifications, Use and Ownership of
 3.11
 Effective Date of Insurance
 8.2.2
 Emergencies
 10.4, 14.1.1.2, 15.1.5
 Employees, Contractor's
 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
 10.3.3, 11.3, 14.1, 14.2.1.1
 Equipment, Labor, or Materials
 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3,
 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
 Execution and Progress of the Work

Init.

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(389ADA40)

1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, 15.2.5

Failure of Payment
9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work
(See Defective or Nonconforming Work)

Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, 9.10, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law
13.1

Guarantees (See Warranty)

Hazardous Materials and Substances
10.2.4, 10.3

Identification of Subcontractors and Suppliers
5.2.1

Indemnification
3.17, 3.18, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner
2.1.2, 2.2, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Initial Decision
15.2

Initial Decision Maker, Definition of
1.1.8

Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property
10.2.8, 10.4

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

Instructions to Bidders
1.1.1

Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of
1.1.7

Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, 11

Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3

Insurance, Contractor's Liability
11.1

Insurance, Effective Date of
8.2.2, 14.4.2

Insurance, Owner's Liability
11.2

Insurance, Property
10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials
9.3.2

INSURANCE AND BONDS
11

Insurance Companies, Consent to Partial Occupancy
9.9.1

Insured loss, Adjustment and Settlement of
11.5

Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest
13.5

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

Interpretations, Written
4.2.11, 4.2.12

Judgment on Final Award
15.4.2

Labor and Materials, Equipment
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes
8.3.1

Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

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

Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1

Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5

Materials, Hazardous
10.2.4, 10.3

Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation

8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1, 15.4.1.1	1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Minor Changes in the Work	Owner's Right to Carry Out the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, 7.4	2.5, 14.2.2
MISCELLANEOUS PROVISIONS	Owner's Right to Clean Up
13	6.3
Modifications, Definition of	Owner's Right to Perform Construction and to Award Separate Contracts
1.1.1	6.1
Modifications to the Contract	Owner's Right to Stop the Work
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2	2.4
Mutual Responsibility	Owner's Right to Suspend the Work
6.2	14.3
Nonconforming Work, Acceptance of	Owner's Right to Terminate the Contract
9.6.6, 9.9.3, 12.3	14.2, 14.4
Nonconforming Work, Rejection and Correction of	Ownership and Use of Drawings, Specifications and Other Instruments of Service
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2	1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Notice	Partial Occupancy or Use
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1	9.6.6, 9.9
Notice of Cancellation or Expiration of Insurance	Patching, Cutting and
11.1.4, 11.2.3	3.14, 6.2.5
Notice of Claims	Patents
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1	3.17
Notice of Testing and Inspections	Payment, Applications for
13.4.1, 13.4.2	4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Observations, Contractor's	Payment, Certificates for
3.2, 3.7.4	4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4
Occupancy	Payment, Failure of
2.3.1, 9.6.6, 9.8	9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Orders, Written	Payment, Final
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1	4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3
OWNER	Payment Bond, Performance Bond and
2	7.3.4.4, 9.6.7, 9.10.3, 11.1.2
Owner, Definition of	Payments, Progress
2.1.1	9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4
Owner, Evidence of Financial Arrangements	PAYMENTS AND COMPLETION
2.2, 13.2.2, 14.1.1.4	9
Owner, Information and Services Required of the	Payments to Subcontractors
2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4	5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
Owner's Authority	PCB
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7	10.3.1
Owner's Insurance	Performance Bond and Payment Bond
11.2	7.3.4.4, 9.6.7, 9.10.3, 11.1.2
Owner's Relationship with Subcontractors	Permits, Fees, Notices and Compliance with Laws
	2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2

Init.

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User Notes:

(3B9ADA40)

4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4
 Progress Payments
 9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4
 Project, Definition of
 1.1.4

(Paragraphs Deleted)

 Property Insurance
 10.2.5, 11.2
 Proposal Requirements
 1.1.1
PROTECTION OF PERSONS AND PROPERTY
 10
 Regulations and Laws
 1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,
 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8,
 15.4
 Rejection of Work
 4.2.6, 12.2.1
 Releases and Waivers of Liens
 9.3.1, 9.10.2
 Representations
 3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
 Representatives
 2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
 Responsibility for Those Performing the Work
 3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
 Retainage
 9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
 Review of Contract Documents and Field Conditions
 by Contractor
 3.2, 3.12.7, 6.1.3
 Review of Contractor's Submittals by Owner and
 Architect
 3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
 Review of Shop Drawings, Product Data and
 Samples by Contractor
 3.12
 Rights and Remedies
 1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
 12.2.4, 13.3, 14, 15.4
 Royalties, Patents and Copyrights
 3.17
 Rules and Notices for Arbitration
 15.4.1
 Safety of Persons and Property
 10.2, 10.4
 Safety Precautions and Programs
 3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4
 Samples, Definition of
 3.12.3
 Samples, Shop Drawings, Product Data and
 3.11, 3.12, 4.2.7
 Samples at the Site, Documents and
 3.11

Schedule of Values
 9.2, 9.3.1
 Schedules, Construction
 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
 Separate Contracts and Contractors
 1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
 Separate Contractors, Definition of
 6.1.1
 Shop Drawings, Definition of
 3.12.1
 Shop Drawings, Product Data and Samples
 3.11, 3.12, 4.2.7
 Site, Use of
 3.13, 6.1.1, 6.2.1
 Site Inspections
 3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
 Site Visits, Architect's
 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
 Special Inspections and Testing
 4.2.6, 12.2.1, 13.4
 Specifications, Definition of
 1.1.6
 Specifications
 1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
 Statute of Limitations
 15.1.2, 15.4.1.1
 Stopping the Work
 2.2.2, 2.4, 9.7, 10.3, 14.1
 Stored Materials
 6.2.1, 9.3.2, 10.2.1.2, 10.2.4
 Subcontractor, Definition of
 5.1.1
SUBCONTRACTORS
 5
 Subcontractors, Work by
 1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4,
 9.3.1.2, 9.6.7
 Subcontractual Relations
 5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
 Submittals
 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3,
 9.8, 9.9.1, 9.10.2, 9.10.3
 Submittal Schedule
 3.10.2, 3.12.5, 4.2.7
 Subrogation, Waivers of
 6.1.1, 11.3
 Substances, Hazardous
 10.3
 Substantial Completion
 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,
 12.2, 15.1.2
 Substantial Completion, Definition of
 9.8.1
 Substitution of Subcontractors
 5.2.3, 5.2.4
 Substitution of Architect
 2.3.3

Init.

Substitutions of Materials	3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Sub-subcontractor, Definition of	Time Limits
5.1.2	2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4
Subsurface Conditions	Time Limits on Claims
3.7.4	3.7.4, 10.2.8, 15.1.2, 15.1.3
Successors and Assigns	Title to Work
13.2	9.3.2, 9.3.3
Superintendent	UNCOVERING AND CORRECTION OF WORK
3.9, 10.2.6	12
Supervision and Construction Procedures	Uncovering of Work
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4	12.1
Suppliers	Unforeseen Conditions, Concealed or Unknown
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1	3.7.4, 8.3.1, 10.3
Surety	Unit Prices
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7	7.3.3.2, 9.1.2
Surety, Consent of	Use of Documents
9.8.5, 9.10.2, 9.10.3	1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Surveys	Use of Site
1.1.7, 2.3.4	3.13, 6.1.1, 6.2.1
Suspension by the Owner for Convenience	Values, Schedule of
14.3	9.2, 9.3.1
Suspension of the Work	Waiver of Claims by the Architect
3.7.5, 5.4.2, 14.3	13.3.2
Suspension or Termination of the Contract	Waiver of Claims by the Contractor
5.4.1.1, 14	9.10.5, 13.3.2, 15.1.7
Taxes	Waiver of Claims by the Owner
3.6, 3.8.2.1, 7.3.4.4	9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7
Termination by the Contractor	Waiver of Consequential Damages
14.1, 15.1.7	14.2.4, 15.1.7
Termination by the Owner for Cause	Waiver of Liens
5.4.1.1, 14.2, 15.1.7	9.3, 9.10.2, 9.10.4
Termination by the Owner for Convenience	Waivers of Subrogation
14.4	6.1.1, 11.3
Termination of the Architect	Warranty
2.3.3	3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2
Termination of the Contractor Employment	Weather Delays
14.2.2	8.3, 15.1.6.2
TERMINATION OR SUSPENSION OF THE CONTRACT	Work, Definition of
14	1.1.3
Tests and Inspections	Written Consent
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4	1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2
TIME	Written Interpretations
8	4.2.11, 4.2.12
Time, Delays and Extensions of	Written Orders
	1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect.

§ 1.1.2 The Contract

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

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

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

ARTICLE 2 OWNER

§ 2.1 General

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

The designation "Owner" in the Contract Documents shall refer to Reading School District, 800 Washington Street, Reading, Pennsylvania, 19601, for the construction work in Berks County known as: "Southern Middle School Library Renovations Project"

(Paragraph Deleted)

The Owner's Representative shall be
(Paragraphs Deleted)

Mr. Jeff Haas, Chief Technology Officer for Reading School District.

§ 2.3 Information and Services Required of the Owner

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

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

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

§ 2.3.4 The Owner shall not be responsible for furnishing surveys (unless required for the execution of the Work and requested by the Contractor in writing) or other information as to the physical characteristics of, legal limitations of or utility locations for the Project site which shall not constitute one of the Contract Documents. The Contractor represents that it is familiar with the Project site and has received all information it needs concerning the condition of the Project site. The Contractor represents that it has inspected the locations of the Work and has satisfied itself as to the condition thereof, including, without limitation, all structural, surface and reasonably ascertainable subsurface conditions. Based upon the foregoing inspections, understandings, agreements and acknowledgements, the Contractor agrees and acknowledges (1) that the Contract Sum is just and reasonable compensation for all Work, including foreseen and foreseeable risks, hazards and difficulties in connection therewith, and (2) that the Contract Time is adequate for the performance of the Work.

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. In no event shall the Owner or Architect have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents. Hence, the Owner and Contractor hereby acknowledge and agree that the Owner has retained the Contractor as an independent contractor to perform the Work on the Project. It is expressly understood and agreed that the presence on the jobsite of the Owner's visiting officers or employees, the Owner, Architect or supervisory personnel employed by Owner and the making by such personnel of any inspections of the Contractor's Work, materials, tools or equipment, or of the finished Work of the Contractor and their approval of same, or failure to take exception thereto, shall in no way relieve the Contractor from its absolute responsibility to perform its Work and furnish its materials in accordance with the requirements of the Contract Documents. Any failure by the Owner or Architect to take exception to any Work of the Contractor shall not constitute a ratification or approval of the Work or work methods employed by the Contractor if the same did not in fact comply with the requirements of the Contract Documents.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations.

§ 3.3 Supervision and Construction Procedures

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

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

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

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

§ 3.3.1.3.1 When the Work is being performed at different locations of the Project site, supervision must be assigned to each location where Work is being performed. When extended hours are required to maintain the progress schedule, such as multiple shifts and/or additional work days, adequate supervision shall be required of the Contractor during these times. The competence level and ability of supervisory personnel must be adequate to perform the Work.

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

on behalf of, the Contractor or any of its Subcontractors. After Award of Contract, any claims for additional costs associated with completion of the Work within the required Contract time frames will not be considered.

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

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

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

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

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

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

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

§ 3.4 Labor and Materials

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

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. Contractor shall pay Architect directly for any costs associated with reviewing substitution requests and revising the drawings and specifications as a result of any substitution requests.

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

Init.

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

§ 3.4.4 After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications). Substitutions for materials, methods, assemblies, or products, required to achieve a bona fide bid, must be submitted to the Architect ten (10) days prior to the bid submission due date, and be approved by the Architect prior to acceptance of the construction bid.

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

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

§ 3.4.6 Discrimination - The Contractor shall agree:

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

§ 3.4.7 Owner specifically reserves the right to reject any person Owner deems unfit to be permitted on school grounds and in proximity to students. Upon written notice from Owner, Contractor shall have all such persons

Init.

removed from the Project. Owner's right to declare such person unfit shall not be limited to the required exclusion of persons from school property as set forth in Section 10111 of the Pennsylvania Public School Code and/or Subchapter C.2 of the Child Protective Services Law.

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

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

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

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

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

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

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

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

Init.

performed under this Agreement through unforeseen or unusual obstructions, difficulties or delays which may be encountered in the prosecution of same shall be borne solely by the Contractor prosecuting the Work.

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

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

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

- .1 All contributions, taxes or premiums (including, without limitation, interest and penalties thereon) which may be payable under any unemployment insurance laws of any state, the Older Workers Benefit Protection Act of 1990 (OWBPA) (P.L. 101-433, October 16, 1990, 104 Stat. 978), as amended from time to time, the Federal Social Security Act, as amended from time to time, Federal, State, County and/or Municipal tax withholding laws, or any other laws, measured upon the payroll of or required to be withheld from employees, by whomever employed, engaged in the Work.
- .2 All sales, use, personal property and other taxes (including, without limitation, interest and penalties thereon) required by any Federal, State, County, Municipal or any other laws to be paid or collected by the Contractor or any of its Subcontractors or vendors or any other person acting for, through or under it or any of them by reason of the performance of the Work or the acquisition, ownership, furnishing or use of any materials, equipment, supplies, labor, services or other items for or in connection with the Work.
- .3 All pension, welfare, vacation, annuity and other union benefit contributions payable under or in connection with labor agreements with respect to all persons, by whomsoever employed, engaged in the Work.
- .4 In the event that any law is or has been passed, or any rule or regulation pursuant thereof is enacted, which requires the Owner to pay, either directly or indirectly, the amount of any such sales, use, personal property and other taxes (including, without limitation, interest and penalties thereon) required by any Federal, State, County, Municipal or any other laws or should any such law, rule or regulation

direct the Owner to collect the same, or make the Owner liable for the collection thereof, or make the Owner responsible therefor, it is covenanted and agreed that the Contractor shall fully and completely make all payments therefor, and shall fully and completely indemnify and save the Owner harmless from any and all such taxes.

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

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

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

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.2.2 The Contractor shall comply with all aspects of Pennsylvania Act 287 of 1994, as amended by Act 187 of 1996 and OSHA § 1926.651 requiring, among others, contractors intending to perform excavation or demolition work in a site within a political subdivision, to ascertain the location and type of utility lines and pipes at each site and to notify the utility company or companies not less than three (3) working days in advance of performing the excavation or demolition. Call Pennsylvania One Call System, Inc., (1.800.242.1776) or contact them at (www.paonecall.org)

§ 3.7.2.3 The Contractors at all times shall observe and comply with all Federal and State Laws and local ordinances and regulations in any manner affecting the conduct of the Work and all such orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having jurisdiction or authority over the Work and shall indemnify and hold harmless the Owner and all his officers, agents and servants against any claim or liability arising

Init.

from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees, agents or anyone acting on behalf of the Contractor. If the Contractor, any of its Subcontractors or any Sub-Subcontractors, performs Work contrary to laws, statutes, ordinances, building codes, and rules and regulations, the Contractor shall assume full responsibility for such Work and shall bear all costs required to bring the Work into compliance with laws, including any fines or penalties resulting from such non-compliance.

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 7 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

§ 3.8 Allowances

§ 3.8.1 NO CASH ALLOWANCES

(Paragraphs Deleted)

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

Init.

§ 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.

(Paragraph Deleted)

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless and defend, immediately upon demand, the Owner, Architect, Architect's consultants, and agents and employees of any of them (the "Indemnified Parties") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees and defense costs, arising out of or resulting from performance of the Work, bodily injury, sickness, disease or death, or to injury to any person, including, without limitation, Contractor's or any Subcontractor's employees, or destruction of tangible property (other than the Work itself), but only to the extent caused by the acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by an Indemnified Party. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

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

§ 3.18.3 In the event that the Contractor is requested but refuses to honor the indemnity obligations hereunder, then the Contractor shall, in addition to all other obligations, pay the costs and fees, including, without limitation, attorneys' fees, incurred by an Indemnified Party to enforce the indemnity obligations hereunder. Furthermore, the Contractor shall be solely responsible for all legal fees incurred by the Owner in defending, removing, marking satisfied mechanics' liens or any other expenses incurred by Owner in connection with mechanics' lien claims and/or judgments.

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§ 3.19 REPRESENTATIONS AND WARRANTIES

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

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

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

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

§ 3.20 The Contractor agrees (in addition to the representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute the Contract, that the Contractor shall be restricted to the rights and remedies set forth in Article 15 of these General Conditions as between the Contractor and the Owner. This Paragraph 3.20 shall survive the expiration or sooner termination of the Contract.

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

(Paragraph Deleted)

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

§ 4.2.5 Based on the Architect's 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.

(Paragraph Deleted)

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. No increase to the Contract Sum shall be permitted for any such substitution.

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.5 PAYMENTS TO SUBCONTRACTORS OR MATERIAL SUPPLIER BY THE CONTRACTOR

§ 5.5.1 The Contractor shall pay each Subcontractor, upon receipt of payment from the Owner, an amount equal to the percentage of completion allowed to the Contractor, on account of such Subcontractor's work, less the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments to Sub-Subcontractors. All such payments shall be paid within twenty (20) days. In the event a Subcontractor or material supplier alleges that the Contractor has failed to pay it in full, the Owner may, in addition to its other rights, set off said amounts from any amount due and owing to the Contractor.

§ 5.6 PAYMENTS TO SUBCONTRACTORS BY THE OWNER.

§ 5.6.1 If the Owner fails to approve an Application for Payment for a cause which the Owner and Architect determine is the fault of the Contractor, and not the fault of the particular Subcontractor, or if the Contractor fails to

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make payment which is properly due to a particular Subcontractor, the Owner may pay such Subcontractor directly, less the amount to be retained under its Subcontract.

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, 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 the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

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

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

§ 6.2 Mutual Responsibility

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

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

§ 6.2.3 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5. The

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Contractor agrees to defend, indemnify and hold harmless the Owner from and against any claims or damages brought by a separate Contractor arising out of actions or omissions of the Contractor, its Subcontractors, Sub-Subcontractors or suppliers in performing the Work under the Contract Documents.

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

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

	Overhead	Profit
For cost of work performance by the Contractor's or Subcontractor's own forces	5%	5%
For cost of work performed by subcontract or sub-contract to the Contractor or Subcontractor	5%	5%

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

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§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

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

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

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

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

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 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

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properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Such payment by the Owner shall not constitute approval or acceptance of any item of cost in the Application for Payment. No partial payment

made hereunder shall be or be construed to be acceptance or approval of that portion of the Work to which such partial payment relates or relieve the Contractor of any of its obligations hereunder with respect thereto.

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the

Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

§ 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.

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.1.8.

Prior to the commencement of any Work and until completion and final payment is made for the Work, the Contractor shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company or companies having an A.M. Best Rating of "A-Class VII" or better, and furnish to the Owner Certificates of Insurance evidencing same.

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

§ 11.1.1.1 Workers' Compensation and Employer's Liability: in the Commonwealth of Pennsylvania and shall

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include, where applicable, U.S. Longshoremen's and Harbor Workers' Coverage.

Workers' Compensation Coverage: Statutory Requirements

Employers Liability Limits not less than:

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

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

Occurrence Form with the following limits:

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

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

§ 11.1.1.3 Automobile Liability:

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

Per Accident Combined Single Limit	\$1,000,000
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§ 11.1.1.4 Commercial Umbrella Liability:

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

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

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

§ 11.1.1.5 Deductibles of Self Insured Retentions:

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

§ 11.1.1.6 Reading School District and Consolidated Engineers shall be added as ADDITIONAL INSURED on all liability policies.

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

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

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

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

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

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

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

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

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

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

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

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

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by Article 11 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

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

§ 11.1.5 Property Insurance

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

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

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

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

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

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

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

§ 11.2 Owner's Insurance

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

§ 11.2.1 Boiler and Machinery Insurance

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

and the Owner and Contractor shall be named insureds.

§ 11.3 Waivers of Subrogation

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

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

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

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

§ 11.5 Adjustment and Settlement of Insured Loss

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

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

§ 11.6 PERFORMANCE BOND AND PAYMENT BOND

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents

may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

(Paragraph Deleted)

§13.1 GOVERNING LAW

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

§13.1.2 STATUTORY REQUIREMENTS

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

§13.1.3 HUMAN RELATIONS ACT

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

§13.1.4 STEEL PRODUCTS PROCUREMENT ACT:

In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the Work, only that produced in the United States, as defined therein, shall be used and supplied in the performance of the Work. Contractor shall strictly comply with all requirements of the Pennsylvania Steel Products Procurement Act, 73 P.S. § 1881 et seq., with respect to the Work, which shall include, without limitation, using steel, steel products (including machinery and equipment) or cast iron produced in the United States unless otherwise exempted therefrom.

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

§13.1.5 PREVAILING WAGE ACT

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

.2 No person shall be employed to Work under this Contract except competent and first-class workers and mechanics. No workers shall be regarded as competent and first-class except those who are duly skilled

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in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours as established by the Secretary of the Department of Labor and Industry under the "Pennsylvania Prevailing Wage Act" (Act No. 442), effective February 1, 1962, amended by Act 342 of 1963, P.L. 653 and as amended from time to time.

§13.1.6 CRIMINAL HISTORY AND CHILD PROTECTIVE SERVICES INFORMATION

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

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

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

- .1 An offense under one (1) or more of the following provisions of Title 18 of the Pennsylvania Consolidated Statutes:
 - Chapter 25 (relating to criminal homicide).
 - Section 2702 (relating to aggravated assault).
 - Former section 2709(b) (relating to stalking).
 - Section 2709.1 (relating to stalking).
 - Section 2901 (relating to kidnapping).
 - Section 2902 (relating to unlawful restraint).
 - Section 3121 (relating to rape).
 - Section 3122.1 (relating to statutory sexual assault).
 - Section 3123 (relating to involuntary deviate sexual intercourse).
 - Section 3124.1 (relating to sexual assault).
 - Section 3125 (relating to aggravated indecent assault).
 - Section 3126 (relating to indecent assault).
 - Section 3127 (relating to indecent exposure).
 - Section 4302 (relating to incest).
 - Section 4303 (relating to concealing death of child).
 - Section 4304 (relating to endangering welfare of children).
 - Section 4305 (relating to dealing in infant children).
 - A felony offense under Section 5902(b) (relating to prostitution and related offenses).
 - Section 5903(c) or (d) (relating to obscene and other sexual materials and performances).
 - Section 6301 (relating to corruption of minors).

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- Section 6312 (relating to sexual abuse of children).
- .2 An offense designated as a felony under the act of April 14, 1972 (P.L. 233, No. 64), known as "The Controlled Substance, Drug, Device and Cosmetic Act."
- .3 An out-of-State or Federal offense similar in nature to those crimes listed in Paragraphs 13.1.11.5.1 and 13.1.11.5.2.

§13.1.7 COMPETENT WORKMEN

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

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

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

§13.1.8.1 The Bidder shall become thoroughly acquainted with the terms of the listed statutes, rules and regulations, including, but not limited to, Flood Plain Management Act (32 P.S. Section 679.101, et seq.), Water Well Drillers License Act (32 P.S. Section 645.1, et seq.), Pennsylvania Scenic Rivers Act (32 P.S. Section 820.21, et seq.), Dam Safety and Encroachment Act (32 P.S. Sec. 693.1, et seq.), Bluff Recession and Setback Act (32 P.S. Section 5201, et seq.), Storm Water Management Act (32 P.S. Section 680, et seq.), Pennsylvania Sewage Facilities Act (35 P.S. Section 750.1, et seq.), Pennsylvania Solid Waste Management Act (35 P.S. Section 6018.101, et seq.), Pennsylvania Safe Drinking Water Act (35 P.S. Section 721.1, et seq.), the Clean Streams Law (35 P.S. Section 691.901 et seq. and 35 P.S. Section 691.1 et. seq.), Air Pollution Control Act (35 P.S. Section 4001, et seq.), Pennsylvania Historic Preservation Act (37 Pa. C.S.A. Section 501, et seq.), Pennsylvania Hazardous Sites Clean Up Act (35 P.S. Section 6020.101, et seq.), Pennsylvania Storage Tank and Spill Prevention Act (35 P.S. Sec. 6021.101, et seq.), Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. Sections 9601-9675) as amended, including, but not limited to, the Superfund Amendments and Reauthorization Act (P.L. 99-499), Federal Solid Waste Disposal Act (42 U.S.C. Sections 6901-6992), Federal Clean Air Act (Air Pollution Act) (42 U.S.C. Sections 7401-7642), Federal Safe Drinking Water Act (See Public Health Service Act Sections 1401-1451) (42 U.S.C. Sections 300f-300j-11), Wild and Scenic River Act (P.L. 90-542), Endangered Species Conservation Act of 1969 (P.L. 89-669), Endangered Species Conservation Act of 1973 (16 U.S.C. Sections 1531-1544), Federal Clean Water Act of 1977 (P.L. 95-217), Rivers and Harbor Act of 1970 (P.L. 91-611), Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. Sections 136-136y), Toxic Substance Control Act (15 U.S.C. Sections 2601-2692), Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901-6991), Coastal Wetlands Planning, Protection and Restoration Act (16. U.S.C. Sections 3951-3956), Coastal Zone Management Act of 1972 (16 U.S.C. Sections 1451-1464), Community Environmental Response Facilitation Act (42 U.S.C. Section 9620), Emergency Planning and Right-to-Know Act of 1986 (42 U.S.C. Sections 11001-11050), Energy Supply and Environmental Coordination Act of 1974 (15 U.S.C. Sections 791-798), Environmental Quality Improvement Act of 1970 (42 U.S.C. Sections 4371-4375), Federal Facility Compliance Act of 1992 (42 U.S.C. Section 6901), Federal Land Policy and Management Act of 1976 (43 U.S.C. Sections 1701-1784), Federal Water Pollution Control Act (33 U.S.C. Sections 1251-1387), Geothermal Energy Research, Development, and Demonstration Act of 1974 (30 U.S.C. Sections 1101-1164), Global Climate Protection Act of 1987 (15 U.S.C. Section 2901 note), Hazardous Substance Response Revenue Act of 1980 (see 26 U.S.C. Sections 4611, 4612, 4661, 4662), Lead-Based Paint Exposure Reduction Act (15 U.S.C. Sections 2681-2692), Lead Contamination Control Act of 1988 (42 U.S.C. Sections 300j-21 to 300j-25), Low-Level Radioactive Waste Policy Act (42 U.S.C. Sections 2021b-2021d), National Climate Program Act (15 U.S.C. Sections 2901-2908), National Contaminated Sediment Assessment and Management Act (33 U.S.C. Section 1271 note), National Environmental Policy Act of 1969 (42 U.S.C. Sections 4321-4370b), National Ocean Pollution Planning Act of 1978 (33 U.S.C. Sections 1701-1709), Noise Control Act of 1972 (42 U.S.C. Sections 4901-4918), Oil Pollution Act of 1990 (33 U.S.C. Sections 2701-2761), Pollution Prevention Act of 1990 (42 U.S.C. Sections 13101-13109), Public Health Service Act (42 U.S.C. Sections 300f-300j-11), Renewable Resources Extension Act of 1978 (16 U.S.C. Sections 1671-1676), Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901-6991), Soil and Water Resources Conservation Act of 1977 (16

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U.S.C. Sections 2001-2009), Water Resources Research Act of 1984 (42 U.S.C. Sections 10301-10309), Wood Residue Utilization Act of 1980 (16 U.S.C. Sections 1681-1687), Pennsylvania Worker and Community Right-to-Know Act (35 P.S. Section 7301, et seq.), Asbestos Hazard Emergency Response Act of 1986 (see Toxic Substances Control Act Sections 201-214) (15 U.S.C. Sections 2651-2654), Delaware River Basin Compact (32 P.S. Section 815.101, et seq.), Brandywine River Valley Compact (32 P.S. Section 818, et seq.), Wheeling Creek Watershed Protection and Flood Prevention District Compact (32 P.S. Section 819, et seq.), Susquehanna River Basin Compact (32 P.S. Section 820.1, et seq.), Chesapeake Bay Commission Agreement (32 P.S. Section 820.11, et seq.), Land and Water Conservation and Reclamation Act (32 P.S. Section 5101, et seq.), Wild Resource Conservation Act (32 P.S. Section 5301, et seq.), Cave Protection Act (32 P.S. Section 5601, et seq.), Rails to Trails Act (32 P.S. Section 5611, et seq.), Phosphate Detergent Act (35 P.S. Section 722.1, et seq.), Plumbing System Lead Ban and Notification Act (35 P.S. Section 723.1, et seq.), Publicly Owned Treatment Works Penalty Law (35 P.S. Section 752.1, et seq.), Pennsylvania Solid Waste-Resources Recovery Act (35 P.S. Section 755.1, et seq.), Sewage System Cleaner Control Act (35 P.S. Section 770.01, et seq.), Hazardous Material Emergency Planning and Response Act (35 P.S. Section 6022.101, et seq.), Oil Spill Responder Liability Act (35 P.S. Section 6023.1, et seq.), Land Recycling and Environmental Remediation Standards Act (35 P.S. Section 6026.101, et seq.), Radiation Protection Act (35 P.S. Section 7110.101, et seq.), Low-Level Radioactive Waste Disposal Act (35 P.S. Section 7130.101, et seq.), Pennsylvania Municipalities Planning Code (53 P.S. Section 10101, et seq.), regulations, ordinances, and other actions pursuant to the foregoing, regulations pertaining to Pennsylvania Erosion and Sediment Control, and so on. No separate or additional payment will be made for such compliance. In the event that the listed statutes, rules and regulations are amended, or if new statutes, rules or regulations become effective, after date of receipt of Bids, upon receipt of documentation which causes the Contractor to perform additional Work, the Owner may issue a Change Order setting forth the additional Work that must be undertaken and such additional Work shall be undertaken at no additional cost to the Owner. It is also the responsibility of the Contractor to determine what local ordinances, if any, will affect their portion of the Work. The Contractor shall check for any County, City, Borough or Township rules or regulations applicable to the area in which the Project is being constructed and, in addition, for any rules or regulations of other organizations having jurisdiction, including, without limitation, chambers of commerce, planning commissions, industries or utility companies who have jurisdiction over lands which the Contractor occupies. Any costs of compliance with local controls shall be included in the prices bid, even though documents of such local controlling agencies are not listed herein.

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

§13.1.9.1 ACT NO. 247 provides that if the successful Bidder must undertake additional work due to enactment of new, or the amendment of existing, statutes, rules or regulations occurring after the submission of the successful Bid, the Owner shall issue a Change Order setting forth the additional work that must be undertaken, which shall not invalidate the Contract. The cost of such a Change Order to the Owner shall be determined in accordance with the provisions of the Contract for change orders or force accounts or, if no such provision is set for the in the Contract, then the cost to the Owner shall be the Contractor's cost for wages, labor costs other than wages, wage taxes, materials, equipment rentals, insurance and subcontracts attributable to the additional activity plus a reasonable sum for overhead and profit; provided, however, that such additional costs to undertake the work not specified in the Invitation for Bids shall not be approved unless written authorization is given to the successful Bidder prior to his undertaking such additional activity. In the event of a dispute between the Owner and the successful Bidder, arbitration procedures may be commenced under Article 7 of the General Conditions.

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

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

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.1 In the hiring of any employees for the manufacturer of supplies, performance of the Work, or any other activity required under the Contract or any subcontract, the Contractor, Subcontractor, or any person acting on behalf of the Contractor or Subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the Work to which the employment relates. (62 Pa. C.S.A. Section 3701).

.2 Neither the Contractor nor any Subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacturer of supplies, the performance of Work, or any other activity required under the Contract on account of gender, race, creed, or color. (62 Pa. C.S.A. Section 3701).

.3 Contractors and Subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

.4 Contractors shall not discriminate by reason of gender, race, creed, or color against any Subcontractor or supplier who is qualified to perform the Work to which the Contracts relates.

.5 Contractors and each Subcontractor shall furnish necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Paragraph. If the Contractor or any Subcontractor does not possess documents or records reflecting the necessary information requested, the Contractor or Subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Contract Administration and Business Development.

.6 The Contractor shall include, without limitation, the provisions of this Paragraph in every subcontract so that such provisions will be binding, upon each Subcontractor.

.7 The Commonwealth of Pennsylvania may cancel or terminate the Contract and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Paragraph. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the contractor responsibility file.

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

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

§13.3 STANDARD OF QUALITY The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the bidder, the bid or the evaluation of the bid to any one material or product specified but rather to describe the minimum standard. When proprietary names are used, they shall be followed by the words "or alternatives of the quality necessary to meet the specifications". A bid containing an alternative which does not meet the specifications may be declared non-responsive. A bid containing an alternative may be accepted but, if an award is made to that bidder, the bidder will be required to replace any alternatives which do not meet the specifications.

§ 13.4 Tests and Inspections

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

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of

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when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

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

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

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

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

§ 13.5 Interest

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

(Paragraph Deleted)

§ 13.6 SUCCESSORS AND ASSIGNS

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

(Paragraph Deleted)

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

§ 13.7 WRITTEN NOTICE

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

§ 13.8 RIGHTS AND REMEDIES

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

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

§ 14.2.4 If the costs of finishing the Work, including compensation for the Architect's services and expenses made necessary by the termination, and other damages incurred by the Owner exceed the unpaid balance, the Contractor shall pay the difference to the Owner immediately upon demand by the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

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

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

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

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine. In such event, if applicable, the Contractor shall be entitled to an extension of the Contract Time pursuant to Paragraph 8.3.1; provided, however, the Contractor shall not be entitled to any adjustment of the Contract Sum.

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker.

Claims by the Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later.

(Paragraph Deleted)

§ 15.1.4 Continuing Contract Performance

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

(Paragraph Deleted)

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.6.3 Construction Acceleration Claims

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.1.8 Claims for Economic Loss

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

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§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the Berks County Bar Association in accordance with its rules in effect on the date of the filing of mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 15.3.3

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

(Paragraph Deleted)

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

(Paragraph Deleted)

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

Additions and Deletions Report for **AIA® Document A201® – 2017**

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.

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PAGE 1

for the following PROJECT:

...

Southern Middle School Library Renovations Project

...

Reading School District 800 Washington Street
Reading, PA 19601

...

THE ARCHITECT:ARCHITECT/ENGINEER (hereinafter and for purposes of this document and the contract documents, the "Architect"):

...

Consolidated Engineers 1022 James Drive
Leesport, PA 19533

PAGE 2

15 CLAIMS AND DISPUTES

...

Architect's Project Representative

...

4.2.10

PAGE 7

Project Representatives

...

4.2.10

PAGE 9

ARTICLE 1 GENERAL PROVISIONS

...

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.~~

...

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

...

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

...

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

...

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

PAGE 11

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.~~

...

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.

...

~~§ 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. The designation "Owner" in the Contract Documents shall refer to Reading School District, 800 Washington Street, Reading, Pennsylvania, 19601, for the construction work in Berks County known as: "Southern Middle School Library Renovations Project"~~

...

~~§ 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. The Owner's Representative shall be~~

...

~~§ 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. Mr. Jeff Haas, Chief Technology Officer for Reading School District.~~

...

~~§ 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 not be responsible for furnishing surveys (unless required for the execution of the Work and requested by the Contractor in writing) or other information as to the physical characteristics of, legal limitations of or utility locations for the Project site which shall not constitute one of the Contract Documents. The Contractor represents that it is familiar with the Project site and has received all information it needs concerning the condition of the Project site. The Contractor represents that it has inspected the locations of the Work and has satisfied itself as to the condition thereof, including, without limitation, all structural, surface and reasonably ascertainable subsurface conditions. Based upon the foregoing inspections, understandings, agreements and acknowledgements, the Contractor agrees and acknowledges (1) that the Contract Sum is just and reasonable compensation for all Work, including foreseen and foreseeable risks, hazards and difficulties in connection therewith, and (2) that the Contract Time is adequate for the performance of the Work.~~

PAGE 12

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

...

~~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 In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner’s expenses and compensation for the Architect’s additional services made necessary by such default, neglect, or failure. If current and future payments neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. 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. In no event shall the Owner or Architect have control~~

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

PAGE 13

§ 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 these 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.~~

...

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

...

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

...

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

...

§ 3.3.1.3.1 When the Work is being performed at different locations of the Project site, supervision must be assigned to each location where Work is being performed. When extended hours are required to maintain the progress schedule, such as multiple shifts and/or additional work days, adequate supervision shall be required of the Contractor during these times. The competence level and ability of supervisory personnel must be adequate to perform the Work.

PAGE 14

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

associated with completion of the Work within the required Contract time frames will not be considered. Contractors who feel extra time, in any form such as shift work, overtime, and premium time, is necessary to meet Contract requirements regardless of trade, should include these costs in their bids.

...

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

...

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

...

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

...

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

...

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

...

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

Change Directive. Contractor shall pay Architect directly for any costs associated with reviewing substitution requests and revising the drawings and specifications as a result of any substitution requests.

PAGE 15

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

...

§ 3.4.4 After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications). Substitutions for materials, methods, assemblies, or products, required to achieve a bona fide bid, must be submitted to the Architect ten (10) days prior to the bid submission due date, and be approved by the Architect prior to acceptance of the construction bid.

...

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

...

.1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

...

.2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

...

.3 certified that the cost data presented is complete and includes all related costs under this Contract, except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

...

.4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

...

.5 represents that, in the event incorporation of a substituted item or assembly into the Work will require revisions or additions to the Work of other construction contracts, the Contractor proposing to use substituted materials, products, or assembly will bear the cost of such revisions or additions at no charge in the Contract Sum.

...

§ 3.4.6 Discrimination - The Contractor shall agree:

...

.1 That in the hiring of employees for the performance of the Work under the Contract Documents, or for any subcontract thereunder, no Contractor, Subcontractor nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of gender, race, creed, or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the Work to which the employment relates;

...

.2 That no Contractor, Subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of the Work on account of gender, race, creed or color;

...

.3 The Contractor and Subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees violating the policy will be disciplined.

...

.4 The Contractor shall not discriminate by reason of gender, race, creed or color against any Subcontractor or supplier who is qualified to perform the Work.

...

.5 The Contractor and each Subcontractor shall furnish necessary employment documents and records, and shall permit access to, to their books, records and accounts for the purpose of any investigation involving compliance with Section 3.4.6.

...

.6 The Contractor shall include, without limitation, the provisions of Section 3.4.6 in every subcontract so that such provisions will be binding upon each subcontractor.

...

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

PAGE 16

§ 3.4.7 Owner specifically reserves the right to reject any person Owner deems unfit to be permitted on school grounds and in proximity to students. Upon written notice from Owner, Contractor shall have all such persons removed from the Project. Owner's right to declare such person unfit shall not be limited to the required exclusion of persons from school property as set forth in Section 10111 of the Pennsylvania Public School Code and/or Subchapter C.2 of the Child Protective Services Law.

...

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

...

.1 Items not ordered by the Contractor in a timely manner for incorporation into the Work will not entitle the Contractor for additional time or compensation.

...

.2 Substitute work offered and approved shall not be a basis for contingent extra charges or additional charges due to changes in related work, such as rough-in, changes in supporting foundations, and other related work.

...

.3 The Contractor shall assume full responsibility for adequacy of substitute work.

...

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

...

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

...

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

...

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

...

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

PAGE 17

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

...

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

...

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

...

- .1 All contributions, taxes or premiums (including, without limitation, interest and penalties thereon) which may be payable under any unemployment insurance laws of any state, the Older Workers Benefit Protection Act of 1990 (OWBPA) (P.L. 101-433, October 16, 1990, 104 Stat. 978), as amended from

time to time, the Federal Social Security Act, as amended from time to time, Federal, State, County and/or Municipal tax withholding laws, or any other laws, measured upon the payroll of or required to be withheld from employees, by whomever employed, engaged in the Work.

...

.2 All sales, use, personal property and other taxes (including, without limitation, interest and penalties thereon) required by any Federal, State, County, Municipal or any other laws to be paid or collected by the Contractor or any of its Subcontractors or vendors or any other person acting for, through or under it or any of them by reason of the performance of the Work or the acquisition, ownership, furnishing or use of any materials, equipment, supplies, labor, services or other items for or in connection with the Work.

...

.3 All pension, welfare, vacation, annuity and other union benefit contributions payable under or in connection with labor agreements with respect to all persons, by whomsoever employed, engaged in the Work.

PAGE 18

.4 In the event that any law is or has been passed, or any rule or regulation pursuant thereof is enacted, which requires the Owner to pay, either directly or indirectly, the amount of any such sales, use, personal property and other taxes (including, without limitation, interest and penalties thereon) required by any Federal, State, County, Municipal or any other laws or should any such law, rule or regulation direct the Owner to collect the same, or make the Owner liable for the collection thereof, or make the Owner responsible therefor, it is covenanted and agreed that the Contractor shall fully and completely make all payments therefor, and shall fully and completely indemnify and save the Owner harmless from any and all such taxes.

...

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

...

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

...

§ 3.6.4.1 The Contractor shall preserve all such records for a period of three (3) years, or for such longer period as may be required by law, after final payment. To the extent requested by Owner, copies of such records will be provided by the Contractor. Also, the Contractor shall immediately transmit to the Owner copies of all invoices and

receipts for materials, equipment and labor furnished in connection with the Work by the Contractor and any other materials that reflect sales and use tax paid or not paid.

...

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

...

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

...

§ 3.7.2.2 The Contractor shall comply with all aspects of Pennsylvania Act 287 of 1994, as amended by Act 187 of 1996 and OSHA § 1926.651 requiring, among others, contractors intending to perform excavation or demolition work in a site within a political subdivision, to ascertain the location and type of utility lines and pipes at each site and to notify the utility company or companies not less than three (3) working days in advance of performing the excavation or demolition. Call Pennsylvania One Call System, Inc., (1.800.242.1776) or contact them at (www.paonecall.org)

PAGE 19

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

...

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

...

§ 3.7.2.5 It is the responsibility of the Contractor to determine what local ordinances, if any, will affect the Work. The Contractor shall check for any County, City, Borough, or Township rules or regulations applicable to the areas

in which the Project is being constructed and in addition, the Contractor shall check for any rules or regulations of other organizations having jurisdiction, including, but not limited to, chambers-of-commerce, industries, or utility companies who have jurisdiction over lands which the Contractor furnishes materials, equipment and labor in connection with the Work. Any costs of compliance with local controls shall be included in the prices bid, even though documents of such local controlling agencies are not listed herein.

...

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 ~~44~~7 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.

...

~~§ 3.8.1 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.~~NO CASH ALLOWANCES

...

~~§ 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.~~

PAGE 21

~~§ 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.~~

PAGE 22

~~§ 3.18.1 To the fullest extent permitted by law, law the Contractor shall indemnify and hold harmless and defend, immediately upon demand, the Owner, Architect, Architect's consultants, and agents and employees of any of them (the "Indemnified Parties") from and against claims, damages, losses, losses and expenses, including but not limited to attorneys' fees, fees and defense costs, 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 any person, including, without limitation, Contractor's or any Subcontractor's employees, or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, loss or expense is caused in part by a party indemnified hereunder, an Indemnified Party. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.~~

...

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

...

~~§ 3.18.3 In the event that the Contractor is requested but refuses to honor the indemnity obligations hereunder, then the Contractor shall, in addition to all other obligations, pay the costs and fees, including, without limitation, attorneys' fees, incurred by an Indemnified Party to enforce the indemnity obligations hereunder. Furthermore, the Contractor shall be solely responsible for all legal fees incurred by the Owner in defending, removing, marking satisfied mechanics' liens or any other expenses incurred by Owner in connection with mechanics' lien claims and/or judgments.~~

PAGE 23

§ 3.19 REPRESENTATIONS AND WARRANTIES

...

~~§ 3.19.1 Contractor shall be responsible for preparing and completing its own comprehensive list of items to be completed or corrected (punch-list) in order to submit for Substantial Completion. If after the punch-list is submitted and upon inspection, it is found that a Contractor's punch-list is incomplete, lengthy or ill prepared, the Substantial Completion request will be denied. If the Contractor's incomplete, lengthy or ill prepared punch-list or~~

the Contractor's inability to complete its punch list and, therefore, complete the Contract, causes the Architect to prepare a punch list, the Contractor will be solely responsible for the direct payment to the Architect of the Architect's fees incurred in preparing the punch-list.

...

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

...

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

...

.1 that it is financially solvent, able to pay its debts as they mature and possess sufficient working capital to complete the Work and perform its obligations under the Contract Documents;

...

.2 that it is able to furnish the personnel, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

...

.3 that it is authorized to do business in the Commonwealth of Pennsylvania and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work for the Project;

...

.4 that its execution of this Agreement and its performance thereof is within its duly authorized powers;

...

.5 that it is familiar with all applicable laws, ordinances and regulations, which may in any way affect the Work of those employed herein, including, but not limited to, any special acts relating to the Work or to the Project of which it is a part;

...

.6 that such temporary and permanent Work required by the Contract Documents as is to be done by it, can be satisfactorily constructed and used for the purposes for which it is intended, and that such construction will not injure any person or damage any property;

...

.7 that it is familiar with local trade jurisdictional practices;

...

.8 that it has carefully examined the Plans, the Specifications and the Project site for the Work, and that, from its own investigation, it has satisfied itself as to the nature and location of the Work, the character, quality and quantity of the surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, and the general local conditions, and all other materials which may in any way affect the Work or its performance; and

...

.9 that it has determined what local ordinances, if any, will affect its Work. The Contractor has checked for any County, City, Borough, or Township rules or regulations applicable to the area in which the Project is being constructed and in addition, the Contractor has checked for any rules or regulations of other organizations having jurisdiction, including, but not limited to, such as chambers-of-commerce, planning commission, industries, or utility companies who have jurisdiction over lands which the Contractor occupies. Any costs of compliance with local controls shall be included in the prices bid, even though documents of such local controlling agencies are not listed herein.

...

§ 3.20 The Contractor agrees (in addition to the representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute the Contract, that the Contractor shall be restricted to the rights and remedies set forth in Article 15 of these General Conditions as between the Contractor and the Owner. This Paragraph 3.20 shall survive the expiration or sooner termination of the Contract.

PAGE 24

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

PAGE 25

~~§ 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.~~

PAGE 26

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

...

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

...

§ 5.5 PAYMENTS TO SUBCONTRACTORS OR MATERIAL SUPPLIER BY THE CONTRACTOR

...

§ 5.5.1 The Contractor shall pay each Subcontractor, upon receipt of payment from the Owner, an amount equal to the percentage of completion allowed to the Contractor, on account of such Subcontractor's work, less the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments to Sub-Subcontractors. All such payments shall be paid within twenty (20) days. In the event a Subcontractor or material supplier alleges that the Contractor has failed to pay it in full, the Owner may, in addition to its other rights, set off said amounts from any amount due and owing to the Contractor.

...

§ 5.6 PAYMENTS TO SUBCONTRACTORS BY THE OWNER.

PAGE 27

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

...

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

...

~~shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~ § 5.6.3 The Contractor shall promptly advise the Owner and the Architect of any claim or demand by a Subcontractor claiming that any amount is due to such Subcontractor claiming any default by the Contractor in any of its obligations to such Subcontractor.

...

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor-separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor

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

...

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

PAGE 28

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

...

under the Contract Documents.

PAGE 29

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

...

	Overhead	Profit
<u>For cost of work performance by the Contractor's or Subcontractor's own forces</u>	<u>5%</u>	<u>5%</u>
<u>For cost of work performed by subcontract or sub-contract to the Contractor or Subcontractor</u>	<u>5%</u>	<u>5%</u>

...

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

PAGE 30

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

...

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

...

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

...

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

PAGE 31

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

...

§ 8.3 Delays and Extensions of Time

...

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by ~~(1) an act or neglect of the Owner or Architect, or of an employee of either, or of a Separate Contractor;~~ ~~(2) separate contractor employed by the Owner;~~ or by changes ordered in the Work; ~~(3) or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, casualties or other causes beyond the Contractor's control;~~ ~~(4) reasonable control;~~ or 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, litigation;~~ or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order to the extent such delay shall prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for such reasonable time which the Contractor is not entitled to an extension in the Contract Time under the Contract Document. The Contractor further acknowledges and agrees that adjustments in the Contract Time for delay will only be allowed to the extent such delay is not caused by the Contractor, could not have been anticipated by the Contractor, could not be limited or avoided by the Contractor's timely notice to the Owner of the delay, and is of a duration not less than one (1) day.

...

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

...

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

...

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

...

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

...

either party under other provisions of the Contract Documents. § 8.3.6 Should the Owner be prevented or enjoined from proceeding with the Project either before or after the start of construction by reason of any litigation or any other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claims for damage by reason of said delay or for acceleration or out-of-sequence work; but time for completion of the Work will be extended to such reasonable time as the Owner and Architect may determine will compensate for time lost for such delay with such determination to be set forth in writing.

PAGE 32

§ 9.3.1.1 At least ten days before the date established for each progress payment, By the 20th day of each month, the Contractor shall submit to the Architect ~~an a~~ draft 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 values and covering all Work completed as of the 15th day of the month, including Saturdays if applicable. Such application shall be notarized, if required, and supported by all such data substantiating the Contractor's right to payment that as the Owner or Architect may require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet. Weekly Payroll Certification forms must accompany each Application for Payment.~~

PAGE 33

.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; Documents; or

...

.8 failure to submit Wage Certifications required by the Department of Labor and Industry to demonstrate payment of Prevailing Wages to the employees of Contractor and each Subcontractor.

...

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

PAGE 34

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Such payment by the Owner shall not constitute approval or acceptance of any item of cost in the Application for Payment. No partial payment made hereunder shall be or be construed to be acceptance or approval of that portion of the Work to which such partial payment relates or relieve the Contractor of any of its obligations hereunder with respect thereto.

...

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.

PAGE 36

§ 9.10.4 The making of final payment shall not 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.~~

...

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

PAGE 37

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

PAGE 38

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of the types or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

...

~~and limits.~~ .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

...

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

...

~~of liability, containing.~~ .3 Claims for damages because of bodily injury, sickness or disease, or death of

any person other than the Contractor's employees;

...

.4 Claims for damages insured by usual personal injury liability coverage;

...

~~the endorsements,~~ .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

...

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

...

~~and subject~~ .7 Claims for bodily injury or property damage arising out of completed operations; and .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

...

~~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. Prior to the commencement of any Work and until completion and final payment is made for the Work, the Contractor shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company or companies having an A.M. Best Rating of "A-Class VII" or better, and furnish to the Owner Certificates of Insurance evidencing same.~~

...

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

...

~~in the jurisdiction~~ § 11.1.1.1 Workers' Compensation and Employer's Liability: in the Commonwealth of Pennsylvania and shall

PAGE 39

include, where applicable, U.S. Longshoremen's and Harbor Workers' Coverage.

...

Workers' Compensation Coverage: Statutory Requirements

...

Employers Liability Limits not less than:

...

Bodily Injury by Accident: \$100,000

...

Each Accident Bodily Injury by Disease: \$100,000

...

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

...

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

...

Occurrence Form with the following limits:

...

General Aggregate: \$3,000,000

...

Products/Completed Operations Aggregate: \$2,000,000

...

Each Occurrence: \$1,000,000

...

Personal and Advertising Injury: \$1,000,000

...

Fire Damage (any one fire): \$50,000

...

Medical Expense (any one person): \$5,000

...

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

...

§ 11.1.1.3 Automobile Liability:

...

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

...

Contract)

...

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

...

§ 11.1.1.4 Commercial Umbrella Liability:

...

Occurrence Limit: \$3,000,000

...

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

...

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

...

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

...

§ 11.1.1.5 Deductibles of Self Insured Retentions:

...

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

...

~~and Architect's consultants shall be named as § 11.1.1.6 Reading School District and Consolidated Engineers shall be added as ADDITIONAL INSURED on all liability policies.~~

...

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

...

~~the Contractor's commercial general liability policy or as otherwise described in the Contract Documents. § 11.1.1.8 It is agreed the Contractors' and Subcontractor's insurance will not be canceled, materially changed or non-renewed without at least thirty (30) days advance written notice to the Owner.~~

PAGE 40

~~§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as § 11.1.1.9 Waiver of Rights of Recovery and Waiver of Rights of Subrogation: The Contractors and Subcontractors waive all rights of recovery against the Owner, and any other additional insured for loss or damage covered by any of the insurance maintained by the Contractor and Subcontractor pursuant to this contract.~~

...

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

...

~~The Contractor shall purchase and maintain the required bonds from a company. § 11.1.1.10 The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Contractors or any of their Subcontractors.~~

...

~~or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. § 11.1.1.11 Any type of insurance or any increase in limits of liability not described above which the Contractors or Subcontractors require for their own protection or on account of statute shall be the responsibility of the Contractor or any Subcontractor at their sole expense.~~

...

~~§ 11.1.3 Upon the request of any person or entity appearing § 11.1.1.12 The carrying of insurance described shall in no way be interpreted as relieving the Contractors or Subcontractors of any responsibility or liability under the contract.~~

...

~~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. § 11.1.1.13 Prior to the commencement of work and/or payment, the Contractors and Subcontractors shall file Certificates of Insurance with~~

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

...

~~§ 11.1.4 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-~~11.1.14 In the event of a failure of Contractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the Owner shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of the Contractor who agrees to furnish all necessary information thereof and to pay the cost thereof to the Owner immediately upon presentation of an invoice.

...

of any insurance required by the Contract Documents, § 11.1.15 In no event shall the Contractor begin work until a Certificate of Insurance showing coverage in the aforementioned amounts required for the job is received and approved by the Owner. Any work performed without having the Certificate of Insurance received and approved by the Owner is at Contractor's own risk.

...

the Contractor shall provide notice to the Owner of such impending- § 11.1.16 The Contractor shall furnish one (1) copy each of Certificate of Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of all coverage required. The form of the Certificate shall be ACORD, Certificate of Liability Insurance. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

...

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

...

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- § 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by Article 11 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

~~Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.~~ § 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

...

§ 11.2 Owner's-11.1.5 Property 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-~~ 11.1.5.1 The Contractor shall purchase and maintain property insurance on an "all risk" basis upon the entire Work at the site to the full insurable value thereof. Such insurance shall be in a company or companies against which the Owner has no reasonable objection. This insurance shall include the interests of Owner, Contractor, Subcontractors, and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. If not covered under "all risk" insurance or otherwise provided in the Contract Documents, Contractor shall effect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included in an Application for Payments under Subparagraph 9.3.2.

...

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

...

§ 11.2.2 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-~~ 11.1.5.3 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain. The Contractor may then effect 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 Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order, the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable

~~costs and damages insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.~~

...

~~§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days~~
11.1.5.4 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

...

~~of the date the Owner becomes aware of an impending~~ § 11.1.5.5 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

...

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

...

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

...

§ 11.2 Owner's Insurance

...

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

...

§ 11.2.1 Boiler and Machinery Insurance

PAGE 42

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

...

§ 11.6 PERFORMANCE BOND AND PAYMENT BOND

...

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

PAGE 43

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

...

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

...

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

PAGE 44

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

...

§ 13.1 Governing Law

...

§13.1 GOVERNING LAW

...

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

...

§13.1.2 STATUTORY REQUIREMENTS

...

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

...

§13.1.3 HUMAN RELATIONS ACT

...

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

...

§13.1.4 STEEL PRODUCTS PROCUREMENT ACT:

...

In accordance with Act shall govern Section 15.4.3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the Work, only that produced in the United States, as defined therein, shall be used and supplied in the performance of the Work. Contractor shall strictly comply with all requirements of the Pennsylvania Steel Products Procurement Act, 73 P.S. § 1881 et seq., with respect to the Work, which shall include, without limitation, using steel, steel products

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(including machinery and equipment) or cast iron produced in the United States unless otherwise exempted therefrom.

...

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

...

§13.1.5 PREVAILING WAGE ACT

...

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

PAGE 45

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

...

§13.1.6 CRIMINAL HISTORY AND CHILD PROTECTIVE SERVICES INFORMATION

...

Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations containedPrior to commencing Work, the Contractor and each Subcontractor shall submit to the Owner on the prescribed form, for each employee or person performing work at the Project site on behalf of the Contractor and any Subcontractor prior to such person performing any work at the Project site, a complete:

...

.1 Original report of criminal history record information from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the Pennsylvania State Police central repository contains no such information relating to any of Contractor's employees or its subcontractor's employees working on the Project site prior to such persons performing work at the Project site. Such report of criminal history shall be dated no more than one (1) year prior to the date of execution of this Agreement. To obtain this document, contact the nearest Pennsylvania State Police barracks.

...
.2 Copy of the Federal Criminal History record from the Federal Bureau of Investigation in the manner prescribed by the Department of Education. To obtain such a report, contact the nearest FBI Field Office.

...
~~in the Contract Documents. Except as provided in Section 13.2.2, neither party~~ .3 Original background check in accordance with Section 111 of the Public School Code of 1949, Act 34 of March 10, 1949, P.L. 30, No. 14, as amended by from time to time including, without limitation, by Act 114 of July 11, 2006, P.L. 1092, and Act 24 of 2011 (P.L. 112, No. 24) (24 P.S. Section 1-111, et seq.) on the form published by the Pennsylvania Department of Education.

...
~~the Contract~~ .4 Official clearance statement obtained from the Pennsylvania Department of Public Welfare pursuant to Act 151 of December 16, 1994 (P.L. 1292), subchapter C.2 of the Child Protective Services Law, as amended from time to time.

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

...
~~the Contract~~ .1 An offense under one (1) or more of the following provisions of Title 18 of the Pennsylvania Consolidated Statutes:

...
- Chapter 25 (relating to criminal homicide).

...
- Section 2702 (relating to aggravated assault).

...
- Former section 2709(b) (relating to stalking).

...
- Section 2709.1 (relating to stalking).

...
- Section 2901 (relating to kidnapping).

...

- Section 2902 (relating to unlawful restraint).

...

- Section 3121 (relating to rape).

...

- Section 3122.1 (relating to statutory sexual assault).

...

- Section 3123 (relating to involuntary deviate sexual intercourse).

...

- Section 3124.1 (relating to sexual assault).

...

- Section 3125 (relating to aggravated indecent assault).

...

- Section 3126 (relating to indecent assault).

...

- Section 3127 (relating to indecent exposure).

...

- Section 4302 (relating to incest).

...

- Section 4303 (relating to concealing death of child).

...

- Section 4304 (relating to endangering welfare of children).

...

- Section 4305 (relating to dealing in infant children).

...

- A felony offense under Section 5902(b) (relating to prostitution and related offenses).

...

- Section 5903(c) or (d) (relating to obscene and other sexual materials and performances).

...

- Section 6301 (relating to corruption of minors).

PAGE 46

- Section 6312 (relating to sexual abuse of children).

...

~~as a whole without written consent.~~ 2 An offense designated as a felony under the act of April 14, 1972 (P.L. 233, No. 64), known as "The Controlled Substance, Drug, Device and Cosmetic Act."

...

3 An out-of-State or Federal offense similar in nature to those crimes listed in Paragraphs 13.1.11.5.1 and 13.1.11.5.2.

...

§13.1.7 COMPETENT WORKMEN

...

~~of the other. If either party attempts to make an assignment without~~ §13.1.7.1 According to Section 752 of the Public School Code of 1949, no person shall be employed to do work under such contract except competent and first class workmen and mechanics.

...

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

...

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

PAGE 47

~~§ 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.~~ §13.1.8.1 The Bidder shall become thoroughly acquainted with the terms of the listed statutes, rules and regulations, including, but not limited to, Flood Plain Management Act (32 P.S. Section 679.101, et seq.), Water Well Drillers License Act (32 P.S. Section 645.1, et seq.), Pennsylvania Scenic Rivers Act (32 P.S. Section 820.21, et seq.), Dam Safety and Encroachment Act (32 P.S. Sec. 693.1, et seq.), Bluff Recession and Setback Act (32 P.S. Section 5201, et seq.), Storm Water Management Act (32 P.S. Section 680, et seq.), Pennsylvania Sewage Facilities Act (35 P.S. Section 750.1, et seq.), Pennsylvania Solid Waste Management Act (35 P.S. Section 6018.101, et seq.), Pennsylvania Safe

Drinking Water Act (35 P.S. Section 721.1, et seq.), the Clean Streams Law (35 P.S. Section 691.901 et seq. and 35 P.S. Section 691.1 et seq.), Air Pollution Control Act (35 P.S. Section 4001, et seq.), Pennsylvania Historic Preservation Act (37 Pa. C.S.A. Section 501, et seq.), Pennsylvania Hazardous Sites Clean Up Act (35 P.S. Section 6020.101, et seq.), Pennsylvania Storage Tank and Spill Prevention Act (35 P.S. Sec. 6021.101, et seq.), Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. Sections 9601-9675) as amended, including, but not limited to, the Superfund Amendments and Reauthorization Act (P.L. 99-499), Federal Solid Waste Disposal Act (42 U.S.C. Sections 6901-6992), Federal Clean Air Act (Air Pollution Act) (42 U.S.C. Sections 7401-7642), Federal Safe Drinking Water Act (See Public Health Service Act Sections 1401-1451) (42 U.S.C. Sections 300f-300j-11), Wild and Scenic River Act (P.L. 90-542), Endangered Species Conservation Act of 1969 (P.L. 89-669), Endangered Species Conservation Act of 1973 (16 U.S.C. Sections 1531-1544), Federal Clean Water Act of 1977 (P.L. 95-217), Rivers and Harbor Act of 1970 (P.L. 91-611), Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. Sections 136-136y), Toxic Substance Control Act (15 U.S.C. Sections 2601-2692), Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901-6991), Coastal Wetlands Planning, Protection and Restoration Act (16. U.S.C. Sections 3951-3956), Coastal Zone Management Act of 1972 (16 U.S.C. Sections 1451-1464), Community Environmental Response Facilitation Act (42 U.S.C. Section 9620), Emergency Planning and Right-to-Know Act of 1986 (42 U.S.C. Sections 11001-11050), Energy Supply and Environmental Coordination Act of 1974 (15 U.S.C. Sections 791-798), Environmental Quality Improvement Act of 1970 (42 U.S.C. Sections 4371-4375), Federal Facility Compliance Act of 1992 (42 U.S.C. Section 6901), Federal Land Policy and Management Act of 1976 (43 U.S.C. Sections 1701-1784), Federal Water Pollution Control Act (33 U.S.C. Sections 1251-1387), Geothermal Energy Research, Development, and Demonstration Act of 1974 (30 U.S.C. Sections 1101-1164), Global Climate Protection Act of 1987 (15 U.S.C. Section 2901 note), Hazardous Substance Response Revenue Act of 1980 (see 26 U.S.C. Sections 4611, 4612, 4661, 4662), Lead-Based Paint Exposure Reduction Act (15 U.S.C. Sections 2681-2692), Lead Contamination Control Act of 1988 (42 U.S.C. Sections 300j-21 to 300j-25), Low-Level Radioactive Waste Policy Act (42 U.S.C. Sections 2021b-2021d), National Climate Program Act (15 U.S.C. Sections 2901-2908), National Contaminated Sediment Assessment and Management Act (33 U.S.C. Section 1271 note), National Environmental Policy Act of 1969 (42 U.S.C. Sections 4321-4370b), National Ocean Pollution Planning Act of 1978 (33 U.S.C. Sections 1701-1709), Noise Control Act of 1972 (42 U.S.C. Sections 4901-4918), Oil Pollution Act of 1990 (33 U.S.C. Sections 2701-2761), Pollution Prevention Act of 1990 (42 U.S.C. Sections 13101-13109), Public Health Service Act (42 U.S.C. Sections 300f-300j-11), Renewable Resources Extension Act of 1978 (16 U.S.C. Sections 1671-1676), Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901-6991), Soil and Water Resources Conservation Act of 1977 (16 U.S.C. Sections 2001-2009), Water Resources Research Act of 1984 (42 U.S.C. Sections 10301-10309), Wood Residue Utilization Act of 1980 (16 U.S.C. Sections 1681-1687), Pennsylvania Worker and Community Right-to-Know Act (35 P.S. Section 7301, et seq.), Asbestos Hazard Emergency Response Act of 1986 (see Toxic Substances Control Act Sections 201-214) (15 U.S.C. Sections 2651-2654), Delaware River Basin Compact (32 P.S. Section 815.101, et seq.), Brandywine River Valley Compact (32 P.S. Section 818, et seq.), Wheeling Creek Watershed Protection and Flood Prevention District Compact (32 P.S. Section 819, et seq.), Susquehanna River Basin Compact (32 P.S. Section 820.1, et seq.), Chesapeake Bay Commission Agreement (32 P.S. Section 820.11, et seq.), Land and Water Conservation and Reclamation Act (32 P.S. Section 5101, et seq.), Wild Resource Conservation Act (32 P.S. Section 5301, et seq.), Cave Protection Act (32 P.S. Section 5601, et seq.), Rails to Trails Act (32 P.S. Section 5611, et seq.), Phosphate Detergent Act (35 P.S. Section 722.1, et seq.), Plumbing System Lead Ban and Notification Act (35 P.S. Section 723.1, et seq.), Publicly Owned Treatment Works Penalty Law (35 P.S. Section 752.1, et seq.), Pennsylvania Solid Waste-Resources Recovery Act (35 P.S. Section 755.1, et seq.), Sewage System Cleaner Control Act (35 P.S. Section 770.01, et seq.), Hazardous Material Emergency Planning and Response Act (35 P.S. Section 6022.101, et seq.), Oil Spill Responder Liability Act (35 P.S. Section 6023.1, et seq.), Land Recycling and Environmental Remediation Standards Act (35 P.S. Section 6026.101, et seq.), Radiation Protection Act (35 P.S. Section 7110.101, et seq.), Low-Level Radioactive Waste Disposal Act (35 P.S. Section 7130.101, et seq.), Pennsylvania Municipalities Planning Code (53 P.S. Section 10101, et seq.), regulations, ordinances, and other actions pursuant to the foregoing, regulations pertaining to Pennsylvania Erosion and Sediment Control, and so on. No separate or additional payment will be made for such compliance. In the event that the listed statutes, rules and regulations are amended, or if new statutes, rules or regulations become effective, after date of receipt of Bids, upon receipt of documentation which causes the Contractor to perform additional Work, the Owner may issue a Change Order setting forth the additional Work that must be undertaken and such additional Work shall be undertaken at no additional cost to the Owner. It is also the responsibility of the Contractor to determine what local ordinances, if any, will affect their portion of the Work. The Contractor shall check for any County, City, Borough or Township rules or regulations applicable to the area in which the Project is being constructed and, in addition, for any rules or regulations of other organizations having

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User Notes:

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jurisdiction, including, without limitation, chambers of commerce, planning commissions, industries or utility companies who have jurisdiction over lands which the Contractor occupies. Any costs of compliance with local controls shall be included in the prices bid, even though documents of such local controlling agencies are not listed herein.

...

~~§ 13.3 Rights and Remedies~~ **§13.1.9 EROSION CONTROL** Contractors performing excavation work shall comply with all rules and

...

~~§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder~~ **regulations of Chapter 102, Title 25 of Pennsylvania Soils Erosion and Sedimentation Control (25 Pa. Code Section 102.1, et seq.).** Prior to any grading, the Contractor shall be responsible to obtain approval from the Department of Environmental Protection for an approved sedimentation and erosion control site plan and shall perform all necessary site work in accordance with said plan. The plan shall be available at the site at all times. Contractors performing excavation work shall maintain all devices as required to control erosion caused by storing water and preventing dust and particles from being distributed off site.

...

~~shall be in addition to and not a limitation~~ **§13.1.9.1 ACT NO. 247** provides that if the successful Bidder must undertake additional work due to enactment of new, or the amendment of existing, statutes, rules or regulations occurring after the submission of the successful Bid, the Owner shall issue a Change Order setting forth the additional work that must be undertaken, which shall not invalidate the Contract. The cost of such a Change Order to the Owner shall be determined in accordance with the provisions of the Contract for change orders or force accounts or, if no such provision is set for in the Contract, then the cost to the Owner shall be the Contractor's cost for wages, labor costs other than wages, wage taxes, materials, equipment rentals, insurance and subcontracts attributable to the additional activity plus a reasonable sum for overhead and profit; provided, however, that such additional costs to undertake the work not specified in the Invitation for Bids shall not be approved unless written authorization is given to the successful Bidder prior to his undertaking such additional activity. In the event of a dispute between the Owner and the successful Bidder, arbitration procedures may be commenced under Article 7 of the General Conditions.

...

~~of duties, obligations, rights, and remedies otherwise imposed~~ **§13.1.10 DEMOLITION** All demolition work shall be performed in accordance with the regulations of the Pennsylvania Code, Chapter 5 and Subchapter B – Demolition Work.

...

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

PAGE 48

~~§ 13.3.2 No action or failure to act by~~ **1** In the hiring of any employees for the manufacturer of supplies, performance of the Work, or any other activity required under the Contract or any subcontract, the Contractor, Subcontractor, or any person acting on behalf of the Contractor or Subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the Work to which the employment relates. (62 Pa. C.S.A. Section 3701).

...
~~the Owner, Architect, or Contractor.~~ 2 Neither the Contractor nor any Subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacturer of supplies, the performance of Work, or any other activity required under the Contract on account of gender, race, creed, or color. (62 Pa. C.S.A. Section 3701).

...
~~shall constitute a waiver of a right.~~ 3 Contractors and Subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

...
4 Contractors shall not discriminate by reason of gender, race, creed, or color against any Subcontractor or supplier who is qualified to perform the Work to which the Contracts relates.

...
~~or duty afforded them under the Contract, nor shall such action.~~ 5 Contractors and each Subcontractor shall furnish necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Paragraph. If the Contractor or any Subcontractor does not possess documents or records reflecting the necessary information requested, the Contractor or Subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Contract Administration and Business Development.

...
6 The Contractor shall include, without limitation, the provisions of this Paragraph in every subcontract so that such provisions will be binding, upon each Subcontractor.

...
~~or failure to act constitute approval of or acquiescence.~~ 7 The Commonwealth of Pennsylvania may cancel or terminate the Contract and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Paragraph. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the contractor responsibility file.

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

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

...
~~in a breach thereunder, except as may be specifically agreed upon in writing.~~ §13.3 STANDARD OF QUALITY The various materials and products specified in the specifications by name or description are given to establish a

standard of quality and of cost for bid purposes. It is not the intent to limit the bidder, the bid or the evaluation of the bid to any one material or product specified but rather to describe the minimum standard. When proprietary names are used, they shall be followed by the words "or alternatives of the quality necessary to meet the specifications". A bid containing an alternative which does not meet the specifications may be declared non-responsive. A bid containing an alternative may be accepted but, if an award is made to that bidder, the bidder will be required to replace any alternatives which do not meet the specifications.

PAGE 49

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

...

§ 14.1 Termination by the Contractor 13.6 SUCCESSORS AND ASSIGNS

...

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

...

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; § 13.6.2 The Owner may, without consent of the Contractor, assign the Contract to

...

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 a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract

...

4 - The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2. Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

...

§ 14.1.2 The Contractor may terminate 13.7 WRITTEN NOTICE

...

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

...

~~§ 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~~ **13.8 RIGHTS AND REMEDIES**

...

~~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~~ **§ 13.8.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.**

...

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

PAGE 50

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

...

§ 14.1.4 14.1 Termination by the Contractor

...

~~§ 14.1.1 If the Work is stopped for a period of 60 consecutive days under any final, non-appealable order of any court or other public authority having jurisdiction, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, Contractor or a 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' under the Contract with the Contractor, then the Contractor may, upon fourteen (14) days written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3, payment for all Work properly executed in~~

...

~~accordance with the requirements of the Contract Documents. In such event, the Contractor shall be entitled to payment for Work performed at the Project site only. This is the Contractor's sole remedy. If the Contractor challenges termination, the Contractor will forfeit its right to recover payment under this Paragraph 14.1.1 and will be responsible for all of the Owner's costs including, but not limited to, legal fees, professional fees and other expenses and costs.~~

...

.1 ~~repeatedly~~ refuses or fails to supply enough properly skilled workers or proper materials;

...

.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~~ materially breaches a provision of the Contract Documents.

...

§ 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, by the termination, 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 immediately upon demand by the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.~~

...

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

...

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

PAGE 51

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

...

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine. In such event, if applicable, the Contractor shall be entitled to an extension of the Contract Time pursuant to Paragraph 8.3.1; provided, however, the Contractor shall not be entitled to any adjustment of the Contract Sum.

...

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

PAGE 52

§ 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 Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall the Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant Contractor 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.~~

...

§ 15.1.4.2 ~~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.~~

...

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

...

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

...

§ 15.1.6.3 Construction Acceleration Claims

...

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

...

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

...

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, Consequential damages incurred by the Contractor for principal office expenses including, but not limited to, the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and actual and expected profits.

...

- .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. Incidental damages incurred by the Contractor including, but not limited to, costs resulting from stopping the Work, removing and transporting the Contractor's property (e.g., the Contractor's equipment, supplies and materials), and storing the Contractor's property (e.g., the Contractor's equipment, supplies and materials) at an alternate location.

...

This ~~mutual~~ waiver is applicable, without limitation, to all consequential damages due to either party's and/or incidental damages, due to either the Contractor and/or the Owner's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment. Notwithstanding anything else to the contrary in the Contract Documents, the Owner shall have the right to recover consequential damages and/or incidental damages from the Contractor to the extent permitted by law.

...

§ 15.1.8 Claims for Economic Loss

...

of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. The Contractor shall have no claim or right of recovery of damages against the Owner and/or the Architect for economic loss sustained, in whole or in part, by any act or omission of the Owner and/or the Architect to the extent that such act or omission constitutes a breach of contract. Specifically, and without limiting the generality of the foregoing, the Contractor shall have no claim against the Owner or the Architect for economic loss based upon any tort,

including, without limitation, negligence, negligent misrepresentation or any other tort-based theory of liability.

PAGE 53

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

...

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

PAGE 54

§ 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, Contract~~ shall be subject to mediation as a condition precedent to binding dispute resolution.

...

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the ~~American Arbitration-Berks County Bar Association~~ in accordance with its ~~Construction Industry Mediation Procedures rules~~ in effect on the date of the Agreement. ~~filing of mediation.~~ A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~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. §15.3.4 To the extent either the Owner or the Contractor pursues a Claim or otherwise commences litigation in connection with this Contract and the Owner prevails, partially or completely, on any or all of its own Claims or leaves the Contractor with less than one hundred percent (100%) recovery of the maximum amount claimed due to the Contractor during the resolution process of such Claim or litigation, the~~

...

~~§ 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. Contractor shall be liable for any and all legal fees, professional fees, costs or expenses of the Owner, as well as the true cost of any of the Owner's employees' time, associated with analyzing any Claim, pursuing litigation or defending the Claim or~~

...

~~§ 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. litigation. The Owner may (a) deduct such legal fees, professional fees, costs and expenses from any~~

...

~~§ 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. amounts otherwise due to the Contractor under~~

...

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

...

~~§ 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. such amount upon receipt of the invoice.~~

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~~§ 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.~~

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Alicia S. Luke, Esquire, 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 09:50:35 ET on 02/17/2022 under Order No. 2114247276 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, 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)



AIA Document A305

Contractor's Qualification Statement

1986 EDITION

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 the AIA or AGC.

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

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT (if applicable):

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

_____ General Construction

_____ Plumbing

_____ Other _____

(please specify)

_____ HVAC

_____ Electrical

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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:
 - 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-subsidiary).

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 _____ 20____

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 _____ 20____

Notary Public:

My Commission Expires:



CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

PENNSYLVANIA CHILD ABUSE HISTORY CERTIFICATION

Type or print clearly in ink. If obtaining this certification for non-volunteer purposes or if, as a volunteer having direct volunteer contact with children, you have obtained a certification free of charge within the previous 57 months, enclose an \$13.00 money order or check payable to the PENNSYLVANIA DEPARTMENT OF HUMAN SERVICES or a payment authorization code provided by your organization. **DO NOT send cash.**

Certifications for the purpose of "volunteer having direct volunteer contact with children" may be obtained free of charge once every 57 months.

Send to CHILDLINE AND ABUSE REGISTRY, PA DEPARTMENT OF HUMAN SERVICES, P.O. BOX 8170 HARRISBURG, PA 17105-8170.

APPLICATIONS THAT ARE INCOMPLETE, ILLEGIBLE OR RECEIVED WITHOUT THE CORRECT FEE WILL BE RETURNED UNPROCESSED. IF YOU HAVE QUESTIONS CALL 717-783-6211, OR (TOLL FREE) 1-877-371-5422.

PURPOSE OF CERTIFICATION (Check one box only)

- | | |
|---|---|
| <input type="checkbox"/> Foster parent
<input type="checkbox"/> Prospective adoptive parent
<input type="checkbox"/> Employee of child care services
<input type="checkbox"/> School employee governed by the Public School Code
<input type="checkbox"/> School employee not governed by the Public School Code
<input type="checkbox"/> Self-employed provider of child-care services in a family child-care home
<input type="checkbox"/> An individual 14 years of age or older applying for or holding a paid position as an employee with a program, activity, or service
<input type="checkbox"/> An individual seeking to provide child-care services under contract with a child care facility or program
<input type="checkbox"/> An individual 18 years or older who resides in the home of a foster parent for children for at least 30 days in a calendar year
<input type="checkbox"/> An individual 18 years or older who resides in the home of a certified or licensed child-care provider for at least 30 days in a calendar year
<input type="checkbox"/> An individual 18 years or older, excluding individuals receiving services, who resides in a family living home, community home for individuals with an intellectual disability, or host home for children for at least 30 days in a calendar year
<input type="checkbox"/> An individual 18 years or older who resides in the home of a prospective adoptive parent for at least 30 days in a calendar year | <input type="checkbox"/> Volunteer having direct volunteer contact with children
<p>If purpose is volunteer having direct volunteer contact with children, choose SUB PURPOSE:</p> <input type="checkbox"/> Big Brother/Big Sister and/or affiliate
<input type="checkbox"/> Domestic violence shelter and/or affiliate
<input type="checkbox"/> Rape crisis center and/or affiliate
<input type="checkbox"/> Other: _____
<input type="checkbox"/> PA Department of Human Services Employment & Training Program participant (signature required below)

<div style="text-align: center;"> _____
 SIGNATURE OF OIM/CAO REPRESENTATIVE </div> <div style="text-align: right;"> _____
 OIM/CAO PHONE NUMBER </div> |
|---|---|

AGENCY/ORGANIZATION NAME:

PAYMENT AUTHORIZATION CODE, IF APPLICABLE:

Consent/Release of Information Authorization form is attached. Applicant must fill in the "Other Address" sections. By completing the other address sections, you are agreeing that the organization will have access to the status and outcome of your certification application.

APPLICANT DEMOGRAPHIC INFORMATION (DO NOT USE INITIALS)

FIRST NAME	MIDDLE NAME	LAST NAME	SUFFIX
SOCIAL SECURITY NUMBER — — — — —	GENDER <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Not reported	DATE OF BIRTH (MM/DD/YYYY)	AGE

Disclosure of your Social Security number is voluntary. It is sought under 23 Pa.C.S. §§ 6336(a)(1) (relating to information in statewide database), 6344 (relating to employees having contact with children; adoptive and foster parents), 6344.1 (relating to information relating to certified or licensed child-care home residents), and 6344.2 (relating to volunteers having contact with children). The department will use your Social Security number to search the statewide database to determine whether you are listed as the perpetrator in an indicated or founded report of child abuse.

HOME ADDRESS	MAILING ADDRESS (if different from home address)	OTHER ADDRESS (if Consent/Release of Information Authorization form is attached)
ADDRESS LINE 1	ADDRESS LINE 1	ADDRESS LINE 1
ADDRESS LINE 2	ADDRESS LINE 2	ADDRESS LINE 2
CITY	CITY	CITY
COUNTY	COUNTY	COUNTY
STATE/REGION/PROVINCE	STATE/REGION/PROVINCE	STATE/REGION/PROVINCE
ZIP/POSTAL CODE	ZIP/POSTAL CODE	ZIP/POSTAL CODE
COUNTRY	COUNTRY	COUNTRY
<input type="checkbox"/> Different mailing address	ATTENTION	ATTENTION

CONTACT INFORMATION

HOME TELEPHONE NUMBER	WORK TELEPHONE NUMBER	MOBILE TELEPHONE NUMBER
EMAIL (By submitting an email contact, you are agreeing to ChildLine contacting you at this address.)		

PENNSYLVANIA CHILD ABUSE HISTORY CERTIFICATION

PREVIOUS NAMES USED SINCE 1975 (Include maiden name, nickname and aliases.)			
First	Middle	Last	Suffix
1.			
2.			
3.			
4.			
5.			

PREVIOUS ADDRESSES SINCE 1975 (Please list all addresses since 1975, partial address acceptable; attach additional pages if necessary.)
1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

HOUSEHOLD MEMBERS (Please list everyone who lived with you at any time since 1975 to present. Please include parent, guardian or the person(s) who raised you; attach additional pages as necessary.)				
Name (First, Middle, Last)	Relationship	Present Age	Gender	
1.	<input type="checkbox"/> Parent <input type="checkbox"/> Guardian <input type="checkbox"/> person(s) who raised you			
2.	<input type="checkbox"/> Parent <input type="checkbox"/> Guardian <input type="checkbox"/> person(s) who raised you			
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

I affirm that the above information is accurate and complete to the best of my knowledge and belief and submitted as true and correct under penalty of law (Section 4904 of the Pennsylvania Crimes Code). If I selected volunteer, I understand that I can only use the certificate for volunteer purposes.

APPLICANT'S SIGNATURE
DATE

CHILDLINE USE ONLY		
DATE RECEIVED BY CHILDLINE	SUFFICIENT PAYMENT INFORMATION RECEIVED <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> VALID PAYMENT AUTHORIZATION CODE <input type="checkbox"/> WAIVED (supervisor initials) _____	CERTIFICATION ID #

INSTRUCTIONS TO COMPLETE THE PENNSYLVANIA CHILD ABUSE HISTORY CERTIFICATION APPLICATION:

General:

- Type or print clearly and neatly in ink only.
- If obtaining this certification for non-volunteer purposes or if, as a volunteer having direct volunteer contact with children, you have obtained a certification free of charge within the previous 57 months, enclose an \$13.00 money order or check for each application. No cash will be accepted. Personal, agency, or business checks are acceptable. Certifications for the purpose of “volunteer having direct volunteer contact with children” may be obtained free of charge once every 57 months. If no payment is enclosed for a non-volunteer purpose, you must provide a payment authorization code, otherwise your application will be rejected and returned to you.
- **DO NOT SEND POSTAGE PAID RETURN ENVELOPES** for us to return your results. Results are issued through an automated system generated mailing process.
- Certification results will be mailed to you within 14 days from the date the certification application is received at the ChildLine and Abuse Registry.
- Failure to comply with the instructions will cause considerable delay in processing the results of an applicant’s child abuse history certification application.

Purpose of Certification - Do not check more than one box:

- Check the **foster parent** box if applying for purposes of providing foster care.
- Check the **prospective adoptive parent** box if applying for the purpose of adoption.
- Check the **employee of child care services** box if applying for the purpose of child care services in the following:
 - Child day care centers; group day care homes; family day care homes; boarding homes for children; juvenile detention center services or programs for delinquent or dependent children; mental health services for children; services for children with intellectual disabilities; early intervention services for children; drug and alcohol services for children; and day care services or other programs that are offered by a school.
- Check the **school employee governed by the Public School Code** box if you are a school employee who is required to obtain background checks pursuant to Section 111 of the Public School Code and will continue to be required to obtain background checks prior to employment in accordance with that section and on the periodic basis required by Act 153.
- Check the **school employee not governed by the Public School Code** box if you are a school employee not governed by Section 111 of the Public School Code, but covered by Act 153 (pertaining to school employees in institutions of higher education).

Definition of school employee: A school employee is defined as an individual who is employed by a school or who provides a program, activity or service sponsored by a school. The term does not apply to administrative or other support personnel unless they have direct contact with children.

Definition of school: A facility providing elementary, secondary or postsecondary educational services. The term includes the following:

- (1) Any school of a school district.
 - (2) An area vocational-technical school.
 - (3) A joint school.
 - (4) An intermediate unit.
 - (5) A charter school or regional charter school.
 - (6) A cyber charter school.
 - (7) A private school licensed under the act of January 28, 1988 (P.L.24, No. 11), known as the Private Academic Schools Act.
 - (8) A private school accredited by an accrediting association approved by the state Board of Education.
 - (9) A non-public school.
 - (10) An institution of higher education.
 - (11) A private school licensed under the act of December 15, 1986 (P.L. 1585, No. 174), known as the Private Licensed Schools Act.
 - (12) The Hiram G. Andrews Center.
 - (13) A private residential rehabilitative institution as defined in section 914.1-A(c) of the Public School Code of 1949.
- Check the **self-employed provider of child-care services in a family child-care home** if providing child care services in one’s home (other than the child’s own home) at any one time to four, five, or six children who are not relatives of the caregiver.
 - Check the **individual 14 years of age or older who is applying for or holding a paid position as an employee** box if the employment is with a **program, activity, or service, as a person responsible for the child’s welfare or having direct contact with children:** Applying as an employee who is responsible for the child’s welfare or having direct contact (providing care, supervision, guidance, or control to children or having routine interaction with children) in any of the following in which children participate and which is sponsored by a school or public or private organization:
 - A youth camp or program;
 - A recreational camp or program;
 - A sports or athletic program;
 - A community or social outreach program;
 - An enrichment or educational program; and
 - A troop, club, or similar organization
 - Check the **individual seeking to provide child care services under contract with a child care facility or program** box if you are providing child care services as part of a contract or grant funded program.
 - Check the box for **individual 18 years or older who resides in the home of a foster parent for at least 30 days in a calendar year** if you are an adult household member in this setting and require certification.
 - Check the box for **individual 18 years or older who resides in the home of a certified or licensed child-care provider for at least 30 days in a calendar year** if you are an adult household member in this setting and require certification.

- Check the box for **individual 18 years or older, excluding individuals receiving services, who resides in a family living home, community home for individuals with an intellectual disability, or host home for children for at least 30 days in a calendar year** if you are an adult household member in this setting and require certification.
- Check the box for **individual 18 years or older who resides in the home of a prospective adoptive parent for at least 30 days in a calendar year** if you are an adult household member in this setting and require certification.
- Check the **volunteer having direct volunteer contact with children** box if applying for the purpose of volunteering as an adult for an unpaid position as a volunteer with a child-care service, a school, or a program, activity or service as a person responsible for the child's welfare or having direct volunteer contact with children. In addition, check the box of one of the organizations listed, i.e. Big Brother/Big Sister, domestic violence shelter, rape crisis center. If you are **NOT** applying for a volunteer in one of the organizations listed, please check the **other** box and write the name of the organization in the space provided.
- Check the **PA Department of Human Services employment & training program participant** box if you are applying for the purpose of participating in a PA Department of Human Services employment and training program through a county assistance office (CAO) or the Office of Income Maintenance (OIM). The signature **AND** phone number of the CAO or OIM representative is required. If there is no signature and no phone number, your application will be rejected and returned to you.
- If you were provided a "**PAYMENT AUTHORIZATION CODE**" by an organization, please provide the **agency/organization name** in the space provided and the **payment authorization code** in the space provided.
- Please check the **CONSENT/RELEASE OF INFORMATION** box if you included a payment code in the space above and attached the completed Consent/Release of Information Authorization form to your Pennsylvania Child Abuse History Certification application when you mail it to our office. The Consent/Release of Information Authorization form allows the department to send your results to a third party. If the Consent/Release of Information Authorization form is **NOT** attached to the certification application, the results **WILL** be mailed to the applicant's home address and not to the third party.

Applicant Demographic Information:

- Name - Include the applicant's full legal name. Initials are not acceptable for a first name. If your full legal name is an initial, please provide supporting documentation along with your certification application.
- Social Security number - Include the applicant's social security number. A social security number is voluntary; **HOWEVER, PLEASE NOTE THAT APPLICATIONS THAT DO NOT INCLUDE SOCIAL SECURITY NUMBERS MAY TAKE LONGER TO BE PROCESSED.**
- Gender - Please check one box.
- Date of birth - Fill in the applicant's date of birth (Example: 01/22/1990).
- Age - Fill in the applicant's current age.

Address:

- The address listed must be the applicant's current home address. This is also where the results of the certification will be mailed, unless otherwise noted. If the **different mailing address** box is checked and a mailing address is provided in the "different" mailing address column, the results will be mailed to the "mailing" address and not the "home" address. **Note:** If the consent/release of information box is checked and an "other" address is provided, the results will be mailed to the "other" address.

Contact Information:

- Please provide your home, work or mobile telephone number. Fill in the number where the applicant can be reached in the event that there are questions about the information on the application.
- Please provide an email address. By providing an email address, you are consenting to ChildLine contacting you by email in the event that you cannot be reached by phone. **NO CONFIDENTIAL INFORMATION WILL EVER BE SHARED OR PROVIDED IN AN EMAIL FROM OUR OFFICE.**

Previous Names Used Since 1975:

- The applicant must list any and all full legal names that they have ever had since 1975. This includes maiden names, nicknames, aliases and also known as (aka) names.

Previous Addresses Since 1975:

- List all addresses where the applicant has resided since 1975. The applicant can attach an additional sheet of paper with all of the addresses listed if necessary. If the applicant cannot remember the exact mailing addresses since 1975, filling in as much information as possible about the location is acceptable.

Household Members:

- Include anyone that the applicant lived with since 1975 (parents, guardians, siblings, children, spouse (ex), paramour, friends, etc.). In addition, include the household member's relationship to the applicant, their age (to the best of your knowledge) and their gender. If the applicant was under the age of 18 in 1975, this section **MUST** include the applicant's PARENT(S) or GUARDIAN(S). If this section is left blank, the application will be rejected and returned to the applicant.

Signature:

- Applications **MUST** be signed and dated. Applications that are not signed and dated will be rejected and returned to the applicant.

CHILDLINE USE ONLY:

- Please **DO NOT WRITE** in this section. This is for CHILDLINE staff only.

Additional Information:

Applicants can visit <https://www.compass.state.pa.us/CWIS> for more information about submitting the child abuse certification online or to register for a business/organization account.

**PENNSYLVANIA STATE POLICE
REQUEST FOR CRIMINAL RECORD CHECK
1-888-QUERYPA (1-888-783-7972)**

This form is to be completed in ink by the requester – (information will be mailed to the requester only). If this form is not legible or not properly completed, it will be returned unprocessed to the requester. A response may take four weeks or longer.

TRY OUR WEBSITE FOR A QUICKER RESPONSE
<https://epatch.state.pa.us>

REQUESTER NAME	
ADDRESS	
CITY/STATE/ZIP CODE	
TELEPHONE NO. (AREA CODE)	

FOR CENTRAL REPOSITORY USE ONLY CONTROL NUMBER
AFTER COMPLETION MAIL TO: PENNSYLVANIA STATE POLICE CENTRAL REPOSITORY – 164 1800 ELMERTON AVENUE HARRISBURG, PA 17110-9758
DO NOT SEND CASH OR PERSONAL CHECK
CHECK ONE BLOCK
<input type="checkbox"/> INDIVIDUAL/NONCRIMINAL JUSTICE AGENCY – ENCLOSE A CERTIFIED CHECK/MONEY ORDER IN THE AMOUNT OF \$22.00, PAYABLE TO: “COMMONWEALTH OF PENNSYLVANIA” THE FEE IS NONREFUNDABLE
<input type="checkbox"/> NOTARIZED INDIVIDUAL/NONCRIMINAL JUSTICE AGENCY – ENCLOSE A CERTIFIED CHECK/MONEY ORDER IN THE AMOUNT OF \$27.00, PAYABLE TO: “COMMONWEALTH OF PENNSYLVANIA” THE FEE IS NONREFUNDABLE
<input type="checkbox"/> FEE EXEMPT-NONCRIMINAL JUSTICE AGENCY – NO FEE

SUBJECT OF RECORD CHECK				
(FIRST)	(MIDDLE)	(LAST)		
MAIDEN NAME AND/OR ALIASES	SOCIAL SECURITY NUMBER	DATE OF BIRTH (MM/DD/YYYY)	SEX	RACE

The Pennsylvania State Police response will be based on the comparison of the data provided by the requester against the information contained in the files of the Pennsylvania State Police Central Repository only.

FEEES FOR REQUESTS - \$22.00. NOTARIZED FEE REQUESTS - \$27.00.
*****MAKE ALL MONEY ORDERS PAYABLE TO: COMMONWEALTH OF PENNSYLVANIA *****

REASON FOR REQUEST				
◀◀◀◀◀CHECK THE BOX THAT MOST APPLIES TO THE PURPOSE OF THIS REQUEST▶▶▶▶▶				
<input type="checkbox"/>	INTERNATIONAL ADOPTION - INTERNATIONAL ADOPTION MUST BE NOTARIZED AND MAILED IN. (\$27.00 FOR REQUEST)			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
ADOPTION (DOMESTIC)	EMPLOYMENT	VISA	OTHER	

WARNING: 18 Pa.C.S. 4904(b) UNDER PENALTY OF LAW - MISIDENTIFICATION OR FALSE STATEMENTS OF IDENTITY TO OBTAIN CRIMINAL HISTORY INFORMATION OF ANOTHER IS PUNISHABLE AS AUTHORIZED BY LAW.

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ARREST/CONVICTION REPORT AND CERTIFICATION FORM
(under Act 24 of 2011 and Act 82 of 2012)

Section 1. Personal Information

Full Legal Name: _____

Date of Birth: ____/____/____

Any former names
by which you have
been identified: _____

Section 2. Report of Arrest or Conviction

- By checking this box, I report that I have been arrested for or convicted of an offense or offenses enumerated under 24 P.S. §§1-111(e) or (f.1) ("Reportable Offense(s)"). See Instructions on Page 3 of this Form for a list of Reportable Offenses. If you have none to report, proceed to Section 3 of this form.

Details of Arrests or Convictions

For each arrest for or conviction of any Reportable Offense, specify in the space below (or on additional attachments if necessary) the offense for which you have been arrested or convicted, the date and location of arrest and/or conviction, docket number, and the applicable court.

Section 3. No Arrest or Conviction

- By checking this box, I state that I have not been arrested for or convicted of any Reportable Offense.

Section 4. Certification

By signing this form, I certify under penalty of law that the statements made in this form are true, correct and complete. I understand that false statements herein, including, without limitation, any failure to accurately report any arrest or conviction for a Reportable Offense, shall subject me to criminal prosecution under 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

Signature

Date

INSTRUCTIONS

This standardized form (PDE-6004) has been developed by the Pennsylvania Department of Education, pursuant to 24 P.S. §1-111(j), to be used by current and prospective employees of public and private schools, intermediate units and area vocational-technical schools for the written reporting by current and prospective employees of any arrest or conviction for an offense enumerated under 24 P.S. §§1-111(e) and (f.1).

As required by subsection (j)(2) of 24 P.S. §1-111, this form shall be completed and submitted by all current and prospective employees of a public or private school, intermediate unit or area vocational-technical school. In addition, as required by subsection (j)(4) of 24 P.S. §1-111, this form shall be utilized by current and prospective employees to provide written notice within seventy-two (72) hours after an arrest or conviction for an offense enumerated under 24 P.S. §§1-111(e) or (f.1).

Exemption: Any current employee who completed a PDE-6004 on or before December 27, 2011, in compliance with 24 P.S. §§1-111(j)(1) and (2) on that date, and who has not been arrested for or convicted of an offense enumerated under 24 P.S. §§1-111(e) and (f.1) shall not be required to complete an additional form.

In accordance with 24 P.S. §1-111, employees completing this form are required to submit the form to the administrator or other person responsible for employment decisions in a school entity.

If you have questions regarding to whom the form should be sent, please contact your supervisor or the school entity administration office.

PROVIDE ALL INFORMATION REQUIRED BY THIS FORM LEGIBLY IN INK.

LIST OF REPORTABLE OFFENSES

- **A reportable offense enumerated under 24 P.S. §1-111(e) consists of any of the following:**

- (1) An offense under one or more of the following provisions of Title 18 of the Pennsylvania Consolidated Statutes:

<ul style="list-style-type: none"> ▪ Chapter 25 (relating to criminal homicide) ▪ Section 2702 (relating to aggravated assault) ▪ Section 2709.1 (relating to stalking) ▪ Section 2901 (relating to kidnapping) ▪ Section 2902 (relating to unlawful restraint) ▪ Section 2910 (relating to luring a child into a motor vehicle or structure) ▪ Section 3121 (relating to rape) ▪ Section 3122.1 (relating to statutory sexual assault) ▪ Section 3123 (relating to involuntary deviate sexual intercourse) ▪ Section 3124.1 (relating to sexual assault) ▪ Section 3124.2 (relating to institutional sexual assault) ▪ Section 3125 (relating to aggravated indecent assault) ▪ Section 3126 (relating to indecent assault) ▪ Section 3127 (relating to indecent exposure) ▪ Section 3129 (relating to sexual intercourse with animal) ▪ Section 4302 (relating to incest) ▪ Section 4303 (relating to concealing death of child) 	<ul style="list-style-type: none"> ▪ Section 4304 (relating to endangering welfare of children) ▪ Section 4305 (relating to dealing in infant children) ▪ A felony offense under section 5902(b) (relating to prostitution and related offenses) ▪ Section 5903(c) or (d) (relating to obscene and other sexual materials and performances) ▪ Section 6301(a)(1) (relating to corruption of minors) ▪ Section 6312 (relating to sexual abuse of children) ▪ Section 6318 (relating to unlawful contact with minor) ▪ Section 6319 (relating to solicitation of minors to traffic drugs) ▪ Section 6320 (relating to sexual exploitation of children)
---	---
- (2) An offense designated as a felony under the act of April 14, 1972 (P.L. 233, No. 64), known as “The Controlled Substance, Drug, Device and Cosmetic Act.”
- (3) An offense SIMILAR IN NATURE to those crimes listed above in clauses (1) and (2) under the laws or former laws of:
 - the United States; or
 - one of its territories or possessions; or
 - another state; or
 - the District of Columbia; or
 - the Commonwealth of Puerto Rico; or
 - a foreign nation; or
 - under a former law of this Commonwealth.

- **A reportable offense enumerated under 24 P.S. §1-111(f.1) consists of any of the following:**

- (1) An offense graded as a felony offense of the first, second or third degree, other than one of the offenses enumerated under 24 P.S. §1-111(e), if less than (10) ten years has elapsed from the date of expiration of the sentence for the offense.
- (2) An offense graded as a misdemeanor of the first degree, other than one of the offenses enumerated under 24 P.S. §1-111(e), if less than (5) five years has elapsed from the date of expiration of the sentence for the offense.
- (3) An offense under 75 Pa.C.S. § 3802(a), (b), (c) or (d) (relating to driving under influence of alcohol or controlled substance) graded as a misdemeanor of the first degree under 75 Pa.C.S. § 3803 (relating to grading), if the person has been previously convicted of such an offense and less than (3) three years has elapsed from the date of expiration of the sentence for the most recent offense.

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COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

Contractor

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

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

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

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

Authorized Representative Signature

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MAINTENANCE BOND

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

as Principal and

(Surety Company)

(Address)

a corporation organized and existing under the laws of the State of and authorized to transact business in Pennsylvania, as Surety, are held and firmly bound unto

Reading School District
800 Washington Street
Reading, PA 19601

as hereinafter set forth, in the full and just sum of

_____ 100% base Bid plus accepted Alternate amount
Dollars (\$ _____), for maintenance as designated below; lawful money of the United States of America, to be paid to the Reading School District, its successors or assigns, to which payment, well and truly to be made and done, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

Sealed with our respective seals and dates this _____ day of _____, 20____.

WHEREAS, the above bounden Principal has entered into a contract (the "Contract") with

Reading School District
800 Washington Street
Reading, PA 19601

dated the _____ day of _____, 20____ for Southern Middle School Library Renovations upon certain terms and conditions in said Contract more particularly mentioned; and

WHEREAS, it is one of the conditions of the award of the Reading School District, pursuant to which said Contract is about to be entered into, that these presents be executed.

NOW, THEREFORE, the joint and several conditions of this obligation are such:

That, if the above bounden Principal shall remedy without cost to the Reading School District any break of service and/or default of full responsibility for the entire duration of the Warranty Period; provided, in the judgment of the Reading School District or its successor having jurisdiction in the premises, such defects are caused by defective or inferior materials or workmanship, then this part of this obligation shall be void; otherwise, it shall be and remain in full force and effect. For purposes of this Maintenance Bond, the term "Warranty Period" shall mean the two-year period commencing with Substantial Completion (as defined in the Contract Documents). For purposes of this Maintenance Bond the term "Contract Documents" shall mean the executed Contract between the Principal and Reading School District, with respect to the construction of the Project and all documents incorporated therein. The duties and responsibilities

SECTION 01010 - PROJECT SUMMARY

This Project includes:

General, HVAC, and Electrical Construction.

The General Contractor is the lead Contractor on this project. The General Contractor is responsible to set up bi-weekly project construction meetings (with all prime contractors, owner and engineer) and create the project schedule. Project meeting may be on site. General Contractor shall also have on site weekly foreman meetings with other prime contractors.

General Construction:

The General Contractor is responsible for all trades coordination and scheduling. Demolition of existing drywall soffits, walls, and ACT ceilings, cabinets, counter, shelving etc. as required for new construction. New 2x2 ceilings shall be installed in all areas of the renovation area unless noted otherwise. Demolition of existing wall or partitions. Provide all new drywall studed partitions, chases and soffit. Provide all counter and cabinetry and shelving indicated. Painting of all new partitions and chases. All labor and miscellaneous materials to perform associated work.

Provide a field site coordination meeting with HVAC Contractor, and Electrical Contractor to final size all chases in the field. **The General Contractor is responsible to provide an on-site foreman daily.**

The General Contractor shall provide physical protection from damage for all existing walls, flooring, desks, and miscellaneous room equipment remaining in any space.

HVAC Construction:

General Demolition, demolition of existing Unit Ventilators piping as required, installation of new VRF system including all materials and labor. Miscellaneous cutting and patching to perform work. Modification of any existing piping required for new related work. Provide all condensate and refrigerant piping for complete system. Provide all new Unit ventilators piping and controls. Removal of existing office sink and piping modifications for existing sink removal. New piping related to new sink in faculty room.

Provide Installation drawing(s).

Electrical Construction:

Electrical Demolition of existing lighting fixtures, wiring, controls, receptacles, Low voltage systems and existing unit ventilators and miscellaneous HVAC/Plumbing equipment. Provide and install all new lighting, wiring and controls, new panels, new power wiring to all new receptacles and HVAC equipment. All required low voltage systems. Provide new data/voice boxes with conduit or V700 metallic series raceway.

END OF SECTION 01010

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SECTION 01027 - APPLICATIONS FOR PAYMENT

Schedule of Values: Coordinate preparation of the Schedule of Values with the Contractor's Construction Schedule.

Correlate line items in the Schedule of Values with other schedules and forms, including:

- Contractor's Construction Schedule.
- Application for Payment form.
- List of subcontractors.
- List of products.
- Schedule of submittals.

Submit the Schedule of Values to the Engineer at the earliest date, but no later than seven (7) days before the date scheduled for submittal of the initial Application for Payment.

Break Contract Sum down in enough detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items. Round amounts off to the nearest dollar; the total shall equal the Contract Sum.

For each item where an Application for Payment includes products purchased or fabricated and stored, but not installed, provide separate line items for initial cost, each subsequent stage of completion, and installed value.

Each item in the Schedule of Values and Applications for Payment shall be complete including total cost and share of overhead and profit.

Update and resubmit the schedule when Change Orders or Construction Change Directives change the Contract Sum.

Applications for Payment: Each Application for Payment shall be consistent with previous applications and payments as certified by the Engineer and paid for by the Owner.

Payment Application Forms: Use AIA Document G 702 and Continuation Sheets G 703 as the form for the application.

Application Preparation: Complete every entry, including notarization and execution by person authorized to sign on behalf of the Owner. Incomplete applications will be returned without action.

Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.

Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the period covered by the application.

Transmittal: Submit 3 executed copies of each application to the Engineer within 24 hours; one copy shall be complete, including waivers of lien and similar attachments.

Transmit each copy with a transmittal listing attachment, and recording information related to the application.

Waivers of Lien: With each application, submit waivers of lien from every entity who may file a lien arising out of the Contract, and related to the Work covered by the payment.

Submit partial waivers on each item for amount requested, prior to deduction for retainage, on each item.

When an application shows completion of an item, submit final or full waivers.

Waiver Delays: Submit each application with Contractor's waiver of lien for the period covered by the application.

Submit final Application for Payment with final waivers from every entity involved with performance of Work covered by the application who could be entitled to a lien.

Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to Owner.

Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include:

- List of subcontractors.
- List of suppliers and fabricators.
- Schedule of Values.
- Contractor's Construction Schedule (preliminary if not final).
- Submittal Schedule (preliminary if not final).
- Copies of building permits
- Copies of licenses from governing authorities.
- Certificates of insurance and insurance policies.
- Performance and payment bonds (if required).

Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions. Administrative actions and submittals that precede or coincide with this application include:

- Occupancy permits, if required.
- Warranties and maintenance agreements.
- Test/adjust/balance records.
- Maintenance instructions.
- Meter readings.
- Final cleaning.
- Application for reduction of retainage, and consent of surety.

Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment application include:

- Deduct any unused Allowance included in the Bid Form from the Final Application for Payment.
- Completion of Project closeout requirements.
- Completion of items specified for completion after Substantial Completion.
- Transmittal of required Project construction records to Owner.
- Proof that taxes, fees and similar obligations have been paid.
- As-Built Drawings submitted and approved.

END OF SECTION 01027

SECTION 01040 - PROJECT COORDINATION

This Section specifies requirements for Project coordination including:

- Coordination.
- Administrative and supervisory personnel.
- General installation provisions.
- Cleaning and protection.

Coordination: Coordinate activities included in various Sections to assure efficient and orderly installation of each component. Coordinate operations included under different Sections that are dependent on each other for proper installation and operation.

Where installation of one component depends on installation of other components before or after its own installation, schedule activities in the sequence required to obtain the best results.

Where space is limited, coordinate installation of different components to assure maximum accessibility for maintenance, service and repair.

Make provisions to accommodate items scheduled for later installation.

Prepare memoranda for distribution to each party involved outlining required coordination procedures. Include required notices, reports, and attendance at meetings.

Prepare similar memoranda for the Owner and separate Contractors where coordination of their Work is required.

Lead Contractor in Charge of Meetings and Scheduling: The General Contractor is in charge of setting up bi-weekly project construction meetings, (with owner, other prime contractors and engineer) running meetings, writing up project meeting minutes and distributing meeting minutes to all required, creating and following through with the project schedule. G.C. shall also set up weekly prime contractor coordination meetings.

Administrative Procedures: Coordinate scheduling and timing of administrative procedures with other activities to avoid conflicts and ensure orderly progress. Such activities include:

- Preparation of schedules.
- Delivery and processing of submittals.
- Progress meetings.
- Project closeout activities.

Coordination Drawings: Prepare Coordination Drawings where close coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space necessitates maximum utilization of space for efficient installation of different components.

Show relationship of components shown on separate Shop Drawings.

Indicate required installation sequences.

Inspection of Conditions: The Installer of each component shall inspect the substrate and conditions under which Work is performed. Do not proceed until unsatisfactory conditions have been corrected.

Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that they are more stringent than requirements in Contract Documents.

Inspect material immediately upon delivery and again prior to installation. Reject damaged and defective items.

Provide attachment and connection devices and methods necessary for securing each construction element. Secure each construction element true to line and level. Allow for expansion and building movement.

Visual Effects: Provide uniform joint widths in exposed Work. Arrange joints to obtain the best effect. Refer questionable choices to the Engineer for decision.

Recheck measurements and dimensions, before starting installation.

Install each component during weather conditions and Project status that will ensure the best results. Isolate each part from incompatible material as necessary to prevent deterioration.

Coordinate temporary enclosures with inspections and tests, to minimize uncovering completed construction for that purpose.

Mounting Heights: Where mounting heights are not indicated, install components at standard heights for the application indicated. Refer questionable decisions to the Engineer.

Cleaning and Protection: During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

Clean and maintain completed construction as often as necessary through the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

Limiting Exposures: Supervise operations to ensure that no part of construction, completed or in progress, is subject to harmful or deleterious exposure. Such exposures include:

- Excessive static or dynamic loading.
- Excessive internal or external pressures.
- Excessive weathering.
- Excessively high or low temperatures or humidity.
- Air contamination or pollution.
- Water or ice.
- Chemicals or solvents.
- Heavy traffic, soiling, staining and corrosion.
- Rodent and insect infestation.
- Unusual wear or other misuse.
- Contact between incompatible materials.
- Theft or vandalism.

END OF SECTION 01040

SECTION 01045 - CUTTING AND PATCHING

Refer to other Sections of these Specifications, including Divisions -01, 23 and 26, for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

Structural Work: Do not cut and patch structural elements in a manner that would reduce the load-carrying capacity or load deflection ratio. Obtain approval of the cutting and patching proposal before cutting and patching structural elements.

Operational and Safety Limitations: Do not cut and patch operating elements or safety components in a manner that would reduce their capacity to perform as intended, or would increase maintenance, or decrease operational life or safety. Obtain approval of the cutting and patching proposal before cutting and patching operating elements or safety related systems:

Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace Work cut and patched in a visually unsatisfactory manner.

Materials: Use materials identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible. Use materials whose performance will equal or surpass of existing materials.

Inspection: Before cutting, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.

Temporary Support: Provide temporary support of Work to be cut.

Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions that might be exposed during cutting and patching operations.

Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

Take all precautions to avoid cutting existing pipe, conduit or ductwork serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.

Performance: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.

Cut existing construction to provide for the installation of other components or the performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.

Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible review procedures with the original installer; comply with the original installer's recommendations.

Where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.

Cut through concrete and masonry using a cutting machine such as a carborundum saw or diamond core drill.

Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.

Where feasible, inspect and test patched areas to demonstrate integrity of the installation.

Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

Painting: Where devices and conduit is removed contractor shall be responsible to paint area to match surrounding/adjacent area. Paint color shall match responsible existing as close as possible. Painting new walls installed.

Cleaning: Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove paint, mortar, oils, putty and similar items. Thoroughly clean piping, conduit and similar features before painting or finishing is applied. Restore damaged pipe covering to its original condition.

Fireproofing: Provide fireproofing at all areas pipe or conduit sleeves are added.

END OF SECTION 01045

SECTION 01090 - DEFINITIONS AND STANDARDS

Summary: This Section specifies requirements for compliance with governing regulations, codes and standards. Requirements include obtaining permits, licenses, and inspections, as well as payments, statements and requirements associated with regulations, codes and standards.

Refer to General Conditions, as amended, for requirements for compliance with governing regulations.

Definitions: The following definitions supplement definitions contained in the Agreement, General Conditions and other Contract Documents. They apply generally to the Work.

Indicated refers to graphic representations, notes or schedules on Drawings, or paragraphs or schedules in Specifications, and similar requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help locate the reference.

Directed: Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the Engineer", "requested by the Engineer", and similar phrases. No implied meaning shall be interpreted to extend the Engineer's responsibility into the Contractor's supervision of construction.

Approve, used in conjunction with action on submittals, applications, and requests, is limited to the Engineer's duties and responsibilities stated in General and Supplementary Conditions. Approval shall not release the Contractor from responsibility to fulfill Contract Document requirements.

Regulation includes laws, ordinances, statutes, and lawful orders of authorities having jurisdiction, and rules, conventions and agreements in the construction industry that control performance of the Work, whether lawfully imposed by authorities having jurisdiction or not.

Furnish means "supply and deliver, ready for unloading, unpacking, assembly, installation, and similar operations."

Install describes operations at site including "unloading, unpacking, assembly, erection, anchoring, applying, working to dimension, finishing, protecting, cleaning and similar operations."

Provide means "furnish and install, complete and ready for use."

Installer is an entity engaged by the Contractor, an employee, or subcontractor for performance of a particular activity, including installation, erection, and application. Installers shall be experienced in the operations they perform.

The term "Experienced," when used with "Installer" means having a minimum of 5 previous projects similar in size to this Project, and familiar with precautions required, and requirements of the authority having jurisdiction.

Project Site is the space available for construction activities, either exclusively or with others performing other construction on the Project. The extent of the Project Site is shown on the Drawings, and may or may not be identical with the description of the land upon which the Project is to be built.

Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, at the Project Site or elsewhere, and to report on, and, if required, to interpret, results of those inspections or tests.

Language used in the Contract Documents is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words as singular where applicable and the context indicates.

Imperative Language is generally used. Requirements expressed imperatively are to be performed by the Contractor. At certain locations subjective language is used to describe responsibilities which must be fulfilled indirectly by the Contractor, or by others when noted.

Assignment of Specialists: Certain construction activities shall be performed by specialists, recognized experts in operations to be performed. Specialists must be engaged for those activities, and these assignments are requirements over which the Contractor has no option. Nevertheless, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.

Drawing Symbols: Graphic symbols on Drawings are recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., seventh edition.

Mechanical/Electrical Drawings: Graphic symbols on mechanical and electrical Drawings are aligned with symbols recommended by ASHRAE. Where appropriate, they are supplemented by symbols recommended by technical associations. Refer instances of uncertainty to the Engineer for clarification before proceeding.

Applicability of Standards: Except where Contract Documents include more stringent requirements, applicable industry standards have the same force and effect as if bound or copied into Contract Documents. Such standards are part of the Contract Documents by reference. Individual Sections indicate which standards the Contractor must keep available at the Project site for reference.

Referenced standards take precedence over standards that are not referenced but recognized in the industry as applicable.

Unreferenced standards are not applicable, except as a general requirement of whether the Work complies with recognized construction industry standards.

Publication Dates: Where compliance with a standard is required, comply with standard in effect as of date of Contract Documents.

Updated Standards: Submit a Change Order proposal where an applicable standard has been revised and reissued after the date of the Contract Documents and before performance of Work. The Engineer will decide whether to issue a Change Order to proceed with the updated standard.

Conflicting Requirements: Where compliance with two or more standards that establish different or conflicting requirements for minimum quantities or quality levels is specified, the most stringent requirement will be enforced. Refer uncertainties as to which quality level is more stringent to the Engineer for a decision before proceeding.

Minimum Quantities or Quality Levels: The quantity or quality shown or specified is the minimum to be provided or performed. Indicated values are minimum or maximum, as appropriate for the requirements. Refer instances of uncertainty to the Engineer for decision before proceeding.

Copies of Standards: Each entity engaged on the Project shall be familiar with standards applicable to that activity. Copies of applicable standards are not bound with the Contract Documents.

Where copies of standards are required, obtain copies directly from the publication source. Although copies of standards needed for enforcement of requirements may be part of submittals, the Engineer reserves the right to require the submittal of additional copies for enforcement of requirements.

Abbreviations and Names: Where acronyms or abbreviations are used in Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction or other entity applicable. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.

Trade Union Jurisdictions: Maintain, complete current information on jurisdictional matters, regulations and pending actions, as applicable to construction activities. The manner in which Contract Documents have been organized and subdivided is not intended to indicate of trade union or jurisdictional agreements.

Discuss new developments at Project meetings at the earliest feasible dates. Record relevant information and actions agreed upon.

Assign and subcontract construction activities, and employ tradesmen and laborers, in a manner that will not unduly risk jurisdictional disputes that could result in conflicts, delays, claims and losses.

Permits, Licenses, and Certificates: Submit copies of permits, licenses, certifications, inspection reports, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records in conjunction with compliance with standards and regulations bearing on performance of the Work. The Contractor is responsible to pay any fees associated with providing all Permits, License and Certificates including Subcontractors.

END OF SECTION 01090

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SECTION 01200 - PROJECT MEETINGS

Summary: This Section specifies requirements for Project meetings including:

Pre-Construction Conferences.
Bi-weekly Construction Progress Meetings (with owner, prime contractors and engineer).
Weekly Prime Contractor coordination meetings.
Refer to Section 01040 Project Coordination for additional information.

Pre-construction Conference: The General Contractor shall organize and conduct a pre-construction conference after execution of the Agreement and prior to commencement of construction activities. Review responsibilities and personnel assignments.

Attendees: The Owner, Engineer and their consultants, the Contractor and its superintendent, subcontractors, and other concerned parties shall be represented by persons authorized to conclude matters relating to the Work.

Agenda: Discuss significant items that could affect progress, including the tentative construction schedule, critical sequencing, use of the premises, procedures for processing Change Orders and equipment deliveries.

Pre-installation Conference: Conduct a pre-installation conference before each activity that requires coordination with other construction. The Installer and representatives of manufacturers and fabricators involved in the installation, and coordination or integration with other materials and installations that have preceded or will follow, shall attend. Advise the Engineer of scheduled meeting dates.

Review progress of other activities and preparations for the activity under consideration at each conference, including time schedules, manufacturer's recommendations, weather limitations, substrate acceptability, compatibility problems and inspection and testing requirements.

Record significant discussions, agreements and disagreements of each conference, along with the approved schedule. Distribute the meeting record to everyone concerned, promptly, including the Owner and Engineer.

Do not proceed if the conference cannot be successfully concluded. Initiate necessary actions to resolve impediments and reconvene the conference at the earliest feasible date.

Progress Meetings: The General Contractor shall organize and conduct progress meetings at regular intervals (bi-weekly). Notify the Owner and Engineer of scheduled dates. Coordinate meeting dates with preparation of the payment request.

Attendees: The Owner and Engineer, each subcontractor, supplier or other entity concerned with progress or involved in planning, coordination or performance of future activities shall be represented by persons familiar with the Project and authorized to conclude matters relating to progress.

Agenda: Review minutes of the previous progress meeting. Review significant items that could affect progress. Include topics appropriate to the current status of the Project.

Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

Review the present and future needs of each entity present, including such items as:

- Time.
- Sequences.
- Deliveries.
- Off-site fabrication problems.
- Site utilization.
- Temporary facilities and services.
- Hazards and risks.
- Quality and Work standards.
- Change Orders.
- Documentation of information for payment requests.

Reporting: No later than 5 days after each meeting, distribute copies of minutes of the meeting to each party present and to parties who should have been present. Include a summary, in narrative form, of progress since the previous meeting.

END OF SECTION 01200

SECTION 01210 – ALLOWANCES

Summary: Section includes administration and procedural requirements for allowance included in the Project.

All allowance in this Project shall be considered labor and material allowances.

Refer to Division 01 Section “Unit Prices” for procedures for using Unit Prices.

Use allowances only as directed by Engineers for Owner’s purpose.

At Project closeout, credit unused amounts remaining in allowances to owner by Change Order.

The Contractor shall adjust allowance amounts and maintain a spread sheet of approved allowance for use by the Engineer. Contractor shall submit allowance spread sheet with each Application for Payment when the Contractor is requesting for work of an approved allowance.

Schedule of Allowances:

GENERAL CONSTRUCTION ALLOWANCES

- GC 1 Include 500 square feet of Cementitious Underlayment in accordance with Unit Price GC 1.
- GC 2 Include 500 square feet of Acoustical Tile Ceiling in accordance with Unit Price GC 2.
- GC 3 Include 200 lineal feet of Cove Base in accordance with Unit Price GC 2.
- GC 4 Include 500 square feet of Luxury Vinyl Floor Tile in accordance with Unit Price GC 4.
- GC 5 Include 500 square feet of Latex Paint on Masonry Walls in accordance with Unit Price GC 5.
- GC 6 Include 500 square feet of Latex Paint on GWB Walls in accordance with Unit Price GC 6.

HVAC CONSTRUCTION ALLOWANCES

- HVAC 1 Include 80’-0” of 1” Hot Water Heating Piping in accordance with Unit Price HVAC 1.
- HVAC 2 Include 80’-0” of ¾” Condensate Drain Piping in accordance with Unit Price HVAC 2.
- HVAC 3 Include 40’-0” of 12” X 8” Ductwork in accordance with Unit Price HVAC 3.

ELECTRICAL CONSTRUCTION ALLOWANCES

- EC 1 Include ten (10) 120volt circuits in accordance with Unit Price EC 1.
- EC2 Include ten (10) Type “A” light fixtures in accordance with Unit Price EC 2.
- EC3 Include five (5) Occupancy sensors in accordance with Unit Price EC 3.

END OF SECTION 01210

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SECTION 01230 - ALTERNATE BIDS

This Section specifies administrative and procedural requirements for alternates.

Definitions:

Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding documents, that will be added to or deducted from the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed or in the products, materials, equipment, systems or installation methods described in the Contract Documents. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate the alternate into the work.

Alternate prices shall be all inclusive of the cost of materials, work, profit, supervision, administration and any and all costs in connection therewith for the work in place, accepted or omitted as the cause may be, and shall hold for the same period as the bid.

Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into the Project. Include as part of each alternate, miscellaneous devices, accessories, and similar items incidental to or required for a complete installation whether or not indicated as part of the alternate.

Each Alternate price filled in on the Bid Form shall include all costs of related coordination, modification or adjustment required to perform the Work of that Alternate.

If, after award of the Contract, additional details, drawings, and/or data are required or requested by and furnished to the Contractor to supplement the original intent of the Alternate, such additional details, drawings and data shall be true developments of the Alternate Price work as shown on the Contract Documents, or as herein described, and no claims shall be made for any additional cost as a result of such additional details, drawings and/or data which may result from the acceptance of any of the Alternates.

Schedule of Alternates:

ALTERNATE BID H-1, VRF System/Equipment - (Daiken)

State the total costs to be added to, or deducted from the base bid to use Daiken VRF system/equipment in lieu of the base bid Trane system/equipment. Alternate manufacturer must meet all specifications of the BASE BID equipment. Equipment, capacities and "electrical" characteristics must meet the values listed in the contract documents. Should electrical characteristics increase (circuit breaker, disconnect, wire and conduit size) as part of this alternate the HVAC Contractor shall be responsible to provide those costs as part of his bid.

ALTERNATE BID H-2, VRF System/Equipment - (JCI/Hitachi)

State the total costs to be added to, or deducted from the base bid to use JCI/Hitachi VRF system/equipment in lieu of the base bid Trane system/equipment. Alternate manufacturer must meet all specifications of the BASE BID equipment. Equipment, capacities and "electrical" characteristics must meet the values listed in the contract documents. Should electrical characteristics increase (circuit breaker, disconnect, wire and conduit size) as part of this alternate the HVAC Contractor shall be responsible to provide those costs as part of his bid.

ALTERNATE BID H-3 (Extended 2-Year Warranty For HVAC Equipment and Controls)

State the total cost to be added to the Base Bid to provide a full 2-year extended HVAC warranty and full-service agreement to the contract for all HVAC equipment, devices, controls, and labor. Additional 2-year

Warranty shall commence after the Base Bid One (1) year warranty period is up providing a full 3-year parts and labor warranty for HVAC warranty for equipment and controls.

END OF SECTION 01230

SECTION 01235 – UNIT PRICES

This Section specifies administrative and procedural requirements for unit prices.

Definitions: Unit price is the amount proposed by bidders, as indicated on the bid form. The unit price is the amount per unit of measurement or quantity for materials, equipment or services that maybe added to or deducted from the contract sum by change order in the event the quantities of work indicated in the contract documents are increased or decreased.

All unit prices are to include the total cost including delivery, installation, insurance bond costs testing programming's, supervision, and all other costs.

The undersigned agrees that the following shall constitute the unit prices for each Project to be applicable to additions to or deductions from the quantities contemplated by the Contract Documents by reason of changes to the Contract Documents in the course of performance of the contemplated work:

Schedule of Unit Prices: All Unit Price shall assume system is installed and complete.

GENERAL CONSTRUCTION UNIT PRICES

- GC 1 UNIT PRICE – CEMENTITIOUS UNDERLAYMENT, shall comprise the total cost per square foot to prepare slab surfaces and to furnish and install cementitious underlayment/leveling compound as specified in Division 03 Section "Hydraulic Cement Underlayment."
- GC 2 UNIT PRICE – ACOUSTICAL TILE CEILING TYPE-3, shall comprise the total cost per square foot to furnish and install Type 3, 2'x2' wet formed mineral fiber acoustical ceiling panels, grid, hangers and accessories as specified in Division 09 Section "Acoustical Panel Ceilings."
- GC 3 UNIT PRICE – COVE BASE, shall comprise the total cost per lineal foot to furnish and install 4-inch high continuous SBR base, including adhesive and substrate preparation and as specified in Division 09 Section "Resilient Base and Accessories."
- GC 4 UNIT PRICE – LUXURY VINYL TILE FLOOR, shall comprise the total cost per square foot to furnish and install vinyl composition tile flooring, including slab preparation and cementitious underlayment/leveling compound as specified in Division 09 Section "Resilient Tile Flooring."
- GC 5 UNIT PRICE – LATEX PAINT ON MASONRY WALLS, shall comprise the total cost per square foot to paint masonry or concrete walls with block filler and acrylic latex paint as specified in Division 09 Section "Painting and Finishing."
- GC 6 UNIT PRICE – LATEX PAINT ON GWB WALLS, shall comprise the total cost per square foot to paint gypsum wallboard and acrylic latex paint as specified in Division 09 Section "Painting and Finishing."

HVAC CONSTRUCTION UNIT PRICES

- HVAC 1 1" Hot Water Heating Piping: Provide the total cost to install 10'-0" of 1" hot water heating piping with pipe insulation (as specified) and three (3) pipe elbows in accordance with specifications. Provide all miscellaneous materials and labor.
- HVAC 2 3/4" Condensate Drain Piping: Provide the total cost to install 10'-0" of 3/4" condensate drain pipe with insulation (as specified) and three (3) elbows. Provide all miscellaneous materials and labor.

HVAC 3 12" x 8" Sheet Metal Ductwork: Provide the total cost to install 10'-0" of 12" x 8" sheet metal ductwork with (1) elbow fitting. Provide all miscellaneous materials and labor.

ELECTRICAL CONSTRUCTION UNIT PRICES

EC 1 120 Volt Circuit: Provide the total cost to provide a 120volt, 1P-20A circuit with 150'-0" of 2#12w/#12grd. with connections. Provide 1P-20A circuit breaker. Provide all required labor for install.

EC 2 Type "A" Light Fixture: Provide the total cost to provide (1) Type "A" light fixture with 30'-0" of 2#12w/#12grd. with Lutron Pico dimmer switch, Pico power supply and 30'-0" of low voltage wiring and all connections. Provide all miscellaneous materials and labor for install.

EC 3 Ceiling Occupancy Sensor: Provide the total cost to provide (1) ceiling mounted low voltage Lutron Pico occupancy sensor with connections. Provide all miscellaneous materials and labor.

END OF SECTION 01235

SECTION 01300 - SUBMITTALS

Summary: This Section specifies requirements for handling submittals. **All Equipment and Material submittals are due to the Engineer within two (2) weeks after Project award.**

General Procedures: Coordinate submittal preparation with performance of construction activities, and with purchasing or fabrication, delivery, other submittals and related activities. Transmit in advance of performance of related activities to avoid delay.

Coordinate transmittal of different submittals for related elements so processing will not be delayed by the need to review concurrently for coordination. The Engineer reserves the right to withhold action on a submittal requiring coordination until related submittals are received.

Submittal Preparation: Place a label or title block on each submittal for identification. Provide a 4" x 5" space on the label or beside the title block on Shop Drawings to record Contractor's review and approval markings and action taken. Include the following information on the label for processing and recording action taken.

Project name.
Date.
Name and address of Engineer.
Name and address of Contractor.
Name and address of subcontractor.
Name and address of supplier.
Name of manufacturer.

Submittal Transmittal: Package submittals appropriately for transmittal and handling. Transmit with a transmittal form. Submittals received from other than the Contractor will be returned without action.

Contractor's Construction Schedule: Submit a fully detailed construction schedule, within 10 days of the date established for Commencement of the Work. Provide a line item for each construction activity. Use the breakdown of units of Work as indicated in the "Schedule of Values".

Secure commitments for performing critical construction operations from parties involved. Coordinate each activity with other activities and show in proper sequence; include minor elements involved in the construction sequence. Indicate sequences necessary for completion of related portions.

Coordinate the Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests and other schedules.

Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the Schedule to allow time for the Engineer's procedures necessary for certification of Substantial Completion.

Submittal Schedule: Submit the Submittal Schedule within 10 days of the Construction Schedule. Coordinate the Schedule with the list of subcontracts, Schedule of Values and list of products as well as the Construction Schedule.

Prepare the Schedule in chronological order; include submittals. Provide the following information:

Scheduled date for the first submittal.
Related Section number.
Name of subcontractor.

Description of the construction element covered.
Scheduled date the Engineer's final release or approval.

Distribution of Schedules: Distribute copies of the Construction and Submittal Schedules to the Engineer, Owner, subcontractors, and other parties required to comply with scheduled dates. When revisions are made, distribute to the same parties and post in the same locations.

Updating: Revise each Schedule after each meeting or activity, where revisions have been made. Issue the updated Schedules concurrently with report of each meeting.

Shop Drawings: Submit new information, drawn to accurate scale. Indicate deviations from Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Shop drawings for all Equipment and Materials shall be submitted with 2-weeks of notice to proceed. Include the following information:

- Dimensions.
- Identification of products and materials included.
- Notation of coordination requirements.
- Notation of dimensions established by field measurement.

Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 36" x 48".

Initial Submittal: Submit one correctable translucent print and one blue-line print for review; the reproducible print will be returned.

Final Submittal: Submit 3 blue-line prints; if the Drawing is required for maintenance manuals submit 5 prints. 2 prints will be retained; the remainder will be returned. One of the prints returned shall be maintained as a "Record Document".

Do not use Shop Drawings without a final stamp indicating action taken in connection with construction.

Product Data: Collect Product Data into a single submittal for each element or system. Mark each copy to show applicable choices and options.

Where Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:

- Manufacturer's printed recommendations.
- Compliance with recognized trade association standards.
- Compliance with recognized testing agency standards.
- Application of testing agency labels and seals.
- Notation of dimensions verified by field measurement.
- Notation of coordination requirements.

Preliminary Submittal: Submit a preliminary single-copy where selection of options is required.

Submittals: Submit 3 copies of each required submittal; submit 6 copies for maintenance manuals. The Engineer will retain one, and will return the other marked with action taken and corrections or modifications required.

Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

Distribution: Furnish copies of final submittal to installers, and others required for performance of construction activities. Show distribution on transmittal forms. Do not proceed with installation until an applicable copy of Product Data is in the installer's possession.

Do not permit use of unmarked copies of Product Data in connection with construction.

Distribution: Prepare additional sets for subcontractors, manufacturers, fabricators, installers, and others as required for performance. Show distribution on transmittal forms.

Engineer's Action: Except for submittals for record, information or similar purposes, where action and return are required, the Engineer will review each submittal, mark to indicate action taken, and return. Compliance with specified characteristics is the Contractor's responsibility.

Action Stamp: The Engineer will stamp each submittal with a self-explanatory action stamp. The stamp will be appropriately marked to indicate action taken.

END OF SECTION 01300

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SECTION 01600 - MATERIALS AND EQUIPMENT

"Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock.

"Named Products" are items identified by manufacturer's product name, including make or model designation indicated in the manufacturer's product literature.

"Materials" are products that are shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.

"Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.

Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.

When the Contractor has the option of selecting between two or more products, the product selected shall be compatible with products previously selected.

Nameplates: Except for required labels and operating data, do not attach manufacturer's nameplates or trademarks on surfaces exposed to view in occupied spaces or on the exterior.

Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an inconspicuous accessible surface. The nameplate shall contain the following information and essential operating data:

- Name of product and manufacturer.
- Model and serial number.
- Capacity.
- Speed.
- Ratings.

Product Storage, and Handling: Store and handle products in accordance with manufacturer's recommendations, using methods that will prevent damage, deterioration and loss.

Coordinate delivery to minimize long-term storage and prevent overcrowding construction spaces. Coordinate with installation to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

Inspect products on delivery to ensure compliance with Contract Documents, and to ensure that products are undamaged and properly protected.

Store products to facilitate inspection and measurement of quantity or counting of units. Store heavy materials away from the structure in a manner that will not endanger supporting construction.

There will be "no" on site storage for this Project unless noted during the pre-bid to accept on site storage.

Store products subject to damage by the elements above ground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

Non-Proprietary Specifications: When Specifications list products or manufacturers that are available and may be used, but do not restrict the Contractor to use of these products only, the Contractor may propose any product that complies with Contract requirements. Comply with provisions for "substitutions" to obtain approval for use of an unnamed product.

Descriptive Specification Requirements: Where Specifications describe a product, listing characteristics required, with or without use of a brand name, provide a product that provides the characteristics and otherwise complies with requirements.

Compliance with Standards: Where Specifications require compliance with a standard, select a product that complies with the standard specified.

Installation of Products: Comply with manufacturer's instructions and recommendations for installation of products. Anchor each product securely in place, accurately located and aligned with other Work. Clean exposed surfaces and protect to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 01600

SECTION 01700 - PROJECT CLOSEOUT

Substantial Completion: Substantial completion for this Project is **November 18, 2022**. Before requesting inspection for certification of Substantial Completion, complete the following:

In the Application for Payment that coincides with the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed substantially complete.

Submit specific warranties, maintenance agreements, final certifications and similar documents.

Submit record drawings, maintenance manuals, final Project photographs, damage or settlement survey, property survey, and similar record information.

Complete start-up testing of systems, and instruction of the Owner's personnel. Remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.

Complete final clean up. Touch-up and repair and restore marred exposed finishes.

Inspection Procedures: On receipt of a request for inspection, the Engineer will proceed or advise the Contractor of unfilled requirements. The Engineer will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.

The Engineer will repeat inspection when requested and assured that the Work has been substantially completed.

Results of the completed inspection will form the basis of requirements for final acceptance.

Final Acceptance: Before requesting inspection for certification of final acceptance and final payment, complete the following:

Submit final payment request with releases.

Submit a final statement, accounting for changes to the Contract Sum.

Submit a copy of the final inspection list stating that each item has been completed or otherwise resolved for acceptance

Submit consent of surety to final payment.

Submit evidence of continuing insurance coverage complying with insurance requirements.

Reinspection Procedure: The Engineer will reinspect the Work upon receipt of notice that the Work has been completed, except items whose completion has been delayed because of circumstances acceptable to the Engineer.

Upon completion of reinspection, the Engineer will prepare a certificate of final acceptance, or advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.

If necessary, reinspection will be repeated.

Record Document Submittals: Do not use Record Documents for construction purposes; protect from loss in a secure location; provide access to Record Documents for the Engineer's reference.

Record Drawings (As-Built): Maintain a clean, undamaged set of blue or black line white-prints of Contract

Drawings and Shop Drawings. Mark-up these drawings to show the actual installation. Mark whichever drawing is most capable of showing conditions accurately. Give particular attention to concealed elements that would be difficult to measure and record at a later date. **As-Built drawings shall also be provided in PDF and Cadd format.**

Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover.

Record Specifications: Maintain one copy of the Project Manual, including addenda. Mark to show variations in actual Work performed in comparison with the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot be readily discerned later by direct observation. Note related record drawing information and Product Data.

Upon completion of the Work, submit record Specifications to the Engineer for the Owner's records.

Maintenance Manuals: Organize maintenance data into sets of manageable size. Provide the number of copies as specified in section 01300. Bind in individual heavy-duty 2-inch, 3-ring vinyl-covered binders, with pocket folders for folded sheet information. Mark identification on front and spine of each binder. **These shall also be provided in PDF and Cadd format (where appropriate).** Include the following information:

- Emergency instructions.
- Spare parts list.
- Copies of warranties.
- Wiring diagrams.
- Recommended "turn around" cycles.
- Inspection procedures.
- Shop Drawings and Product Data.

Operating and Maintenance Instructions: Arrange for the manufacturer's recognized representative of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Include a detailed review of the following:

- Maintenance manuals.
- Spare parts and materials.
- Tools.
- Lubricants.
- Control sequences.
- Hazards.
- Warranties and bonds.
- Maintenance agreements and similar continuing commitments.

As part of instruction for operating equipment, demonstrate the following procedures:

- Start-up and shutdown.
- Emergency operations.
- Noise and vibration adjustments.
- Safety procedures.

Provide a video of the above demonstrations to be turned over to the owner for his use as needed.

Final Cleaning: Employ experienced workers for final cleaning. Clean each surface to the condition expected in a commercial building cleaning and maintenance program. Complete the following before requesting inspection for certification of Substantial Completion:

Remove labels that are not permanent labels.

Clean exposed hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.

Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication.

Clean the site of rubbish, litter and other foreign substances. Sweep paved areas; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.

Removal of Protection: Remove temporary protection and facilities.

Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Remove waste materials from the site and dispose of in a lawful manner.

END OF SECTION 01700

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SECTION 01740 - WARRANTIES AND BONDS

Standard Product Warranties are pre-printed written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

Special Warranties are written warranties required by or incorporated in Contract Documents, to extend time limits provided by standard warranties or to provide greater rights for the Owner.

Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and Subcontractors required to countersign special warranties with the Contractor.

Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

Replacement Cost: On determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefitted from use of the Work through part of its useful service life.

Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

Rejection of Warranties: The Owner reserves the right to reject warranties and limit selections to products with warranties not in conflict with requirements of the Contract Documents.

The Owner reserves the right to refuse to accept Work where a special warranty, or similar commitment is required, until evidence is presented that the entities required to countersign commitments are willing to do so.

Submit written warranties to the Engineer prior to the date certified for Substantial Completion. If the Engineer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties on the Engineer's request.

When a designated portion of the Work is completed and occupied or used, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Engineer within fifteen days of completion of that designated portion of the Work.

When a special warranty is to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner through the Engineer for approval prior to final execution.

Special warranty forms are included at the end of this Section. Prepare a written document utilizing the appropriate form, ready for execution by the Contractor, or the Contractor and subcontractor, supplier or manufacturer. Submit a draft to the Owner through the Engineer for approval prior to final execution.

Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.

Provide heavy paper dividers with celluloid covered tabs for each warranty. Mark the 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 the installer.

Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS, the Project title or name, and the name of the Contractor.

When operating and maintenance manuals are required for warranted construction, provide additional copies of each warranty, as necessary, for inclusion in each required manual.

END OF SECTION 01740

SECTION 01 21 00 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for allowances included in the Project.
 - 1. All allowances in this Project shall be considered Labor and Material Allowances.
- B. Related Requirements:
 - 1. Division 01 Section "Unit Prices" for procedures for using unit prices.

1.3 DEFINITIONS

- A. Allowance is an established scope of work to be included as part of the Project that does not have a specifically-referenced location for the Work to be performed.

1.4 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

1.5 ALLOWANCES

- A. Use Allowance only as directed by Architect for Owner's purposes.
 - 1. Do not order Allowance materials without direction from the Architect.
- B. Contractor's overhead, profit, and related costs for products and equipment required for the Work of the allowance are included in the allowance. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
 - 1. Contractor shall expect multiple deliveries will be required for Work associated with allowances.

- C. At Project closeout, credit unused amounts remaining in allowances to Owner by Change Order.

1.6 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, Contractor shall maintain a spread sheet of allowances approved for use by the Architect. Contractor shall submit allowance spreadsheet with each Application for Payment when the Contractor is requesting payment for work of an approved allowance.

- 1. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALLOWANCES

- A. CONTRACT NO. 1 – GENERAL CONSTRUCTION

ALLOWANCE NO. 1-a: Include 500 square feet of Cementitious Underlayment in accordance with Unit Price No. 1-1.

ALLOWANCE NO. 1-b: Include 500 square feet of Acoustical Tile Ceiling in accordance with Unit Price No. 1-2.

ALLOWANCE NO. 1-d: Include 200 lineal feet of Cove Base in accordance with Unit Price No. 1-3.

ALLOWANCE NO. 1-c: Include 500 square feet of Luxury Vinyl Floor Tile in accordance with Unit Price No. 1-4.

ALLOWANCE NO. 1-e: Include 500 square feet of Latex Paint on Masonry Walls in accordance with Unit Price No. 1-5.

ALLOWANCE NO. 1-f: Include 500 square feet of Latex Paint on GWB Walls in accordance with Unit Price No. 1-6.

END OF SECTION 01 21 00

SECTION 01 22 00 - UNIT PRICES

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. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
 - 1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 2. Division 01 Section "Quality Requirements" for general testing and inspecting requirements.

1.3 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, bonds, superintendence, labor, equipment, tools, applicable taxes, overhead, and profit.
- B. Change Orders: Where change in work requires the submission of a change order, work associated with Unit Prices shall be itemized appropriately on change order request.
- C. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- D. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. CONTRACT NO. 1 – GENERAL CONSTRUCTION

UNIT PRICE NO. 1-1 – CEMENTITIOUS UNDERLAYMENT, shall comprise the total cost per square foot to prepare slab surfaces and to furnish and install cementitious underlayment/leveling compound as specified in Division 03 Section "Hydraulic Cement Underlayment."

UNIT PRICE NO. 1-2 – ACOUSTICAL TILE CEILING TYPE-3, shall comprise the total cost per square foot to furnish and install Type 3, 2'x2' wet formed mineral fiber acoustical ceiling panels, grid, hangers and accessories as specified in Division 09 Section "Acoustical Panel Ceilings."

UNIT PRICE NO. 1-3 – COVE BASE, shall comprise the total cost per lineal foot to furnish and install 4-inch high continuous SBR base, including adhesive and substrate preparation and as specified in Division 09 Section "Resilient Base and Accessories."

UNIT PRICE NO. 1-4 – LUXURY VINYL TILE FLOOR, shall comprise the total cost per square foot to furnish and install vinyl composition tile flooring, including slab preparation and cementitious underlayment/leveling compound as specified in Division 09 Section "Resilient Tile Flooring."

UNIT PRICE NO. 1-5 – LATEX PAINT ON MASONRY WALLS, shall comprise the total cost per square foot to paint masonry or concrete walls with block filler and acrylic latex paint as specified in Division 09 Section "Painting and Finishing."

UNIT PRICE NO. 1-6 – LATEX PAINT ON GWB WALLS, shall comprise the total cost per square foot to paint gypsum wallboard and acrylic latex paint as specified in Division 09 Section "Painting and Finishing."

END OF SECTION 01 22 00