

**PROJECT MANUAL – BID SPECIFICATIONS
VOLUME 1
LEGAL SPECIFICATIONS**

**MCCASKEY HIGH SCHOOL STADIUM PROJECTS
445 N. Reservoir Street
Lancaster PA 17602**

for

**SCHOOL DISTRICT OF LANCASTER
251 South Prince Street, 3rd Floor
Lancaster, PA 17603**

January 6, 2025

**24-SDL-03 MCCASKEY HIGH SCHOOL STADIUM PROJECTS
SCHOOL DISTRICT OF LANCASTER PROJECT # CP802**

DOCUMENT 00 01 01 - PROJECT TITLE PAGE

PROJECT NAME:

McCaskey High School Stadium Projects
445 N. Reservoir Street
Lancaster PA 17602

OWNER:

School District of Lancaster
251 S. Prince St., 3rd Floor
Lancaster, PA 17603

ARCHITECT PROJECT NO.: 24-SDL-03

DESIGN PROFESSIONALS OF RECORD:

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END OF SECTION 00 01 01

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**MCCASKEY HIGH SCHOOL STADIUM PROJECTS
SCHOOL DISTRICT OF LANCASTER**

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PART 1 - List of Drawing Sheets

1.1 LIST OF DRAWINGS

- A. Drawings: Drawings consist of the Contract Drawings and other drawings listed on the Table of Contents page of the separately bound drawing set titled McCaskey High School Stadium Projects dated 06 January, 2025, as modified by subsequent Addenda and Contract modifications.
- B. List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:

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END OF SECTION 00 01 15

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DOCUMENT 00 11 13 – ADVERTISEMENT TO BID

1.1 PROJECT INFORMATION

- A. Notice: Qualified bidders are invited to submit proposals for Project as described in this Document according to the Instructions to Bidders.
- B. Project Identification: McCaskey High School Stadium Projects.
- C. Project Location: 445 N. Reservoir Street, Lancaster PA 17602.
- D. Owner: School District of Lancaster, 251 S. Prince St., 3rd Floor, Lancaster, PA 17603.
 - 1. District Representatives: Drew Schenk, Director of Operations; Matthew Shields, Director of Facilities & Building Operations.
- E. Architect: MAROTTA/MAIN ARCHITECTS, 214 North Duke Street, Lancaster, PA 17602.
- F. Owner's Representative: Fidevia, 750 Lititz Pike, Lititz, PA 17543.
- G. Project Description: Project consists of Renovations to the existing bleachers and buildings under bleachers, renovations to concessions stand, associated sitework, ADA improvements.
- H. Construction Contract: Bids will be received for the following Work:
 - 1. General Building Construction.
 - 2. Mechanical Construction.
 - 3. Plumbing Construction.
 - 4. Electrical, Data and Security Construction.

1.2 BID SUBMITTAL AND OPENING

- A. Owner will receive sealed proposals until the time and date at the location indicated below. Owner will consider proposals prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
 - 1. Bid Date: February 3, 2025.
 - 2. Bid Time: 3:00 p.m., local time.
 - 3. Location: Facilities Office at Scheffey Building, 1020 Lehigh Avenue, Lancaster, PA 17602.
- B. Bids will be thereafter publicly open and read aloud at 3:00p.m. at the Scheffey Professional Learning Center Room A108 at 1020 Lehigh Avenue.

1.3 BID SECURITY

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

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1.4 PREBID CONFERENCE

- A. A non-mandatory pre-bid conference for all bidders will be held at McCaskey High School, 445 N. Reservoir Street, Lancaster PA 17602 followed by a walk-through of the site on January 15, 2025 at 1:00p.m. local time. Prospective bidders are required to attend the Pre-Bid meeting or schedule a site visit with the facilities personnel from the district to visit and inspect the site. The Pre-Bid meeting report will be provided to all plan holders.

1.5 DOCUMENTS

- A. Electronic Bid Documents: Obtain on or after January 6, 2025 by contacting the Architect. Documents will be provided to prime bidders only; only complete sets of documents will be issued.
 - 1. Deposit: No deposit required.
- B. Any Prime Contractor that intends to bid the project through receipt of documents from sources other than the Architect, must notify the Architect's Office of their intent to bid.

1.6 TIME OF COMPLETION

- A. Successful bidders shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Work is subject to liquidated damages.
 - 1. Sitework (in coordination with Owner contractor LandTEK's track and field work) shall be substantially completed by July 15, 2025.
 - 2. Public Restrooms & Concessions work shall be substantially completed by August 18, 2025.
 - 3. Team Building shall be substantially completed by September 29, 2025.
 - 4. Full and final completion of the project shall be October 20, 2025.

1.7 BIDDER'S QUALIFICATIONS

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

END OF DOCUMENT 00 11 13

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SECTION 00 20 00 - INSTRUCTIONS TO BIDDERS

ARTICLE 1 DEFINITIONS

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

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

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

ARTICLE 3 BIDDING DOCUMENTS

3.1 COPIES

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

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.

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

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

3.3 SUBSTITUTIONS

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

3.4 ADDENDA

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

ARTICLE 4 BIDDING PROCEDURE

4.1 FORM AND STYLE OF BIDS

- 4.1.1 Bids shall be submitted on the separate Bid Forms included with the Bidding Documents for that purpose. Bids are being received at this time for McCaskey High School Stadium Projects. Bidders may only submit one (1) Bid per Contract.

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

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of the Instructions to Bidders, shall be enclosed in a sealed opaque envelope and addressed clearly on the face of the envelope as follows:

(Upper Left Corner)
Bidder's Name
Bidder's Address
(Center of Envelope)
Matthew Shields
Director of Facilities & Building Operations
School District of Lancaster
Facilities and Operations Offices at Sheffey Administrative Services Center
1020 Lehigh Avenue,
Lancaster, PA 17602
(Lower Left Corner) McCaskey High School Stadium Projects Project
Bid for: (Insert Contract Description)

- 4.1.11 Separate sealed Proposals for McCaskey High School Stadium Projects shall be addressed to and received by Matthew Shields, Director of Facilities & Building Operations at the School District of Lancaster, Facilities and Operations Offices at Sheffey Administrative Services Center, 1020 Lehigh Avenue, Lancaster, PA 17602 to be opened as noted in the Advertisement to Bid.

All proposals shall be clearly marked "BID PROPOSAL MCCASKEY HIGH SCHOOL STADIUM PROJECTS FOR 1:00 PM BID OPENING."

Contract No. 1: General Construction.
Contract No. 2: Mechanical Construction.
Contract No. 3: Plumbing Construction.
Contract No. 4: Electrical, Data, and Security Construction.

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

4.2 BID SECURITY

- 4.2.1 Each Bid Form must be accompanied by certified check, bank check, cashier's check, treasurer's check or Bid Bond in the form included herein in the amount of ten percent (10%) of the total amount of the Bid drawn to the order of School District of Lancaster. 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.

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- 4.2.1.1 A Bidder's personal check or non-certified corporate check is not acceptable as a form of Bid Security.
- 4.2.2 The carriers from whom the Bidder has purchased the required bonds must be listed in the most recent U.S. Treasury Department Circular 570 and have an A. M. Best financial rating of at least A-, and the amount of said bonds in question must not exceed the acceptable limit therein recommended for bonds. The Owner reserves the right to retain the security of the next two (2) lowest Bidders until the lowest Bidder enters into a Contract and furnishes the required Performance Bond and Payment Bond, executes the Waiver of Liens/Mechanics' Lien Waiver, Verification Form and furnishes appropriate proof of insurance.
- 4.2.3 The Owner shall retain the Bid Security of the lowest responsive, responsible Bidder.
- 4.2.4 Bid Security shall remain in effect during the time period stipulated in Paragraph 4.3.4 or until the furnishing of Performance Bond and Payment Bond, the requisite insurance certificate, the properly executed Waiver of Liens/Mechanics' Lien Waiver, Verification Form and Contract for the applicable Work for which the Bid was submitted.
- 4.2.5 Bid Security shall be submitted with the understanding that the same shall guarantee that the Bidder, prior to execution of the Contract, will deliver to the Owner Performance Bond and Payment Bond in the forms bound herewith, as required by the Contract Documents, and shall enter into the Contract, in the form bound herewith, and shall properly execute the Waiver of Liens/Mechanics' Lien Waiver, Verification Form and shall furnish evidence of insurance coverage in accordance with applicable provisions of the conditions bound herewith. In the event the Bidder shall fail to comply with any part of the foregoing, the Owner may declare the Bidder to be in default with respect to its Bid.

4.3 MODIFICATION OR WITHDRAWAL OF BID.

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

ARTICLE 5 CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

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- 5.1.1 The properly identified Bids received on time will be opened publicly and read aloud at the time and place noted in the Invitation to Bid.
- 5.1.2 If any discrepancy exists in the Bid between numbers as written in words and as written numbers, the written words will control.

5.2 REJECTION OF BIDS

- 5.2.1 Any Bid that is incomplete, defective or irregular may be rejected by the Owner, in its sole and absolute discretion.
- 5.2.2 The Bidder, in the completion of the Bid Form, shall insert Unit Prices where applicable. If the Owner believes any Unit Price is unreasonable, the Owner reserves the right prior to the award of the Contract to reject any or all such Unit Prices.
- 5.2.3 The Bid of any Bidder or Bidders who engage in collusive bidding shall be rejected.
- 5.2.4 The Owner may waive defects and irregularities in a Bid as permitted under Pennsylvania law, but is under no obligation to do so.
- 5.2.5 The Owner shall have the right to reject a Bid if the Bidder is not a responsible bidder under Pennsylvania law. The Owner may consider factors it feels have bearing on whether the bidder is a responsible bidder for the Project including, without limitation, the Bidder's failure to comply with all applicable standards, codes, laws, ordinances, regulations and/or requirements of any state, federal or other agency on previous projects. The Bidder shall cooperate fully with any inquiry by the Owner on whether the Bidder is a responsible Bidder.
- 5.2.6 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 In the event of a dispute between a Bidder and the Owner regarding the Owner's determination of which Bidder is the lowest responsive, responsible Bidder, such contesting Bidder shall be responsible for any legal fees (e.g., fees of attorneys, paralegals and other legal professionals), professional fees, or other costs or expenses incurred by the Owner to the extent the Bidder does not completely prevail in such contest. Furthermore, under no circumstances shall the Owner be responsible for any legal fees, professional fees, or other costs or expenses incurred by the contesting Bidder.
- 5.3.2 If the Owner elects to proceed with the Project, the Owner, through the Architect, will issue a Notice of Intent to Award to the lowest, responsible Bidder. Issuance of the Notice of Intent to Award shall not be construed as a binding contract or offer by the Owner and may include conditions precedent to the issuance of the Award of the Contract if deemed prudent by the Owner.

ARTICLE 6 POST BID INFORMATION

6.1 PROOF OF BIDDER'S RESPONSIBILITY

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

6.2 SUBMITTALS

- 6.2.1 Within seven (7) calendar days of Bidder's receipt of the Notice of Intent to Award, Bidder shall submit the following information to the Architect:
 - 1. A separate and complete Verification Form required by the Public Works Employment Verification Act, 43 P.S. § 167.1, *et seq.*, for itself acknowledging its responsibilities and its

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compliance with the Public Works Employment Verification Act as a precondition of the Owner's Award of the Contract. The Verification Form shall be obtained from the Secretary of the Pennsylvania Department of General Services and shall include a certification that the information is true and correct, subject to sanctions provided by law. The respective Verification Form shall be executed by a representative who has sufficient knowledge and authority to make the representations and certifications contained in the Verification Form.

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

ARTICLE 7 BONDING

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

ARTICLE 8 FORM OF CONTRACT

8.1 FORM TO BE USED

- 8.1.1 The form of the Contract is included in the Contract Documents.
- 8.1.2 Upon the Owner's determination of the lowest, responsible Bidder, the Owner will incorporate in the Contract the amounts included in the Bid Form by such Bidder and identify any Alternates selected by the Owner.

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- 8.1.3 The Contract shall be executed by or on behalf of the successful Bidder in the following manner:
- (a) If the successful Bidder is an individual, the form of the Contract shall be executed by it personally, its signature shall be witnessed and any trade name employed in the conduct of its business shall be stated.
 - (b) If the successful Bidder is a partnership, the form of the Contract shall be executed, in the name of the partnership; by one or more of the authorized general partners and the signature of the general partner(s) shall be witnessed.
 - (c) If the successful Bidder is a corporation, the form of the Contract shall be executed in the name of and on behalf of the corporation by: (1) the President or a Vice President and attested to by the Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and the corporate seal shall be affixed; or (2) a duly authorized agent of the corporation whose authority to act, as of the date of the form of the Contract, shall be established by proof, satisfactory to the Owner attached to the form of the Contract.
 - (d) If the successful Bidder is a joint venture, the form Contract shall be executed in the joint venture name and by a person having authority to bind each joint venture entity, as provided above. The title of each signatory must appear under the signature and the official address of the joint venture must be shown below the signature.
- 8.1.4 The form of the Contract will be executed by School District of Lancaster, as Owner, upon the Owner's receipt of all submittals required by Section 6.2 of these Instructions to Bidders in a form satisfactory to the Owner and satisfaction of any specific conditions for awarding the Contract that may be identified in the Notice of Intent to Award.

ARTICLE 9 DURATION OF CONTRACTS

9.1 ESCALATION

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

9.2 CONTRACT SCHEDULING

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

9.3 TIME FOR COMMENCEMENT AND COMPLETION

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

9.4 CONSTRUCTION TIME

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

9.5 NO DAMAGES FOR DELAY

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

ARTICLE 10 TAXES

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

ARTICLE 11 INSURANCE

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

ARTICLE 12 ALTERNATES

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

ARTICLE 13 UNIT PRICES

- 13.1 The Bid Form shall include all Unit Prices stated in the Contract Documents. Each Unit Price filled in by the Bidders on the Bid Form shall represent full compensation per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event the estimated quantities of Work stipulated in the Contract Documents are increased or decreased. Listing of more than one cost figure per Unit Price, or modification of the Bid Form to accommodate more than one cost figure per Unit Price, will render the Bid non-responsive and may be cause for rejection of the Bid, as determined by the Owner in its sole and absolute discretion.

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- 13.2 The Unit Prices shall include all costs required to perform the Work designated in the Unit Price, including, without limitation, all bonds, labor, material, delivery, equipment, installation, insurance, taxes, overhead, profit, mark-ups, and all other General Condition items.
- 13.3 The Unit Prices shall strictly be used upon the written direction of the Architect.
- 13.4 The Unit Prices may be applied for both credits and deletions to the Work or for additions to the Work.
- 13.5 Prior to the Award of the Contract, the Owner reserves the full right to accept or reject any or all Unit Prices.

ARTICLE 14 QUANTITY ALLOWANCES

- 14.1 To the extent the Contract Documents identify any Base Bid Quantity Allowance amounts, each Bidder shall include all such Base Bid Quantity Allowance amount in its Bid.
- 14.2 The Base Bid Quantity Allowance amounts will be adjusted via Change Orders to reflect the quantity of units actually incorporated in the Project. If the quantity of units is less than the number of units identified in the Base Bid Quantity Allowance amounts, the Contract Sum shall be reduced by the respective Unit Price times the balance of the Base Bid Quantity Allowance amounts in a Change Order.
- 14.3 To the extent the quantity of units identified in the Base Bid Quantity Allowance amounts are insufficient to complete the Work in strict compliance with the Contract Documents, the Contract Sum shall only be increased by the respective Unit Price times the additional units required to complete the Work as determined by the Architect and documented by a Change Order.

ARTICLE 15 NON-COLLUSION AFFIDAVIT

- 15.1 Each Bidder shall complete and submit the Non-Collusion Affidavit as an attachment to its Bid, in accordance with the following:
 - 15.1.1 The Non-Collusion Affidavit is material to any contract awarded pursuant to this Bid. According to the Pennsylvania Anti-Bid-Rigging Act, 62 Pa. C.S.A § 4501, et seq., governmental agencies may require Non-Collusion Affidavits be submitted together with Bids.
 - 15.1.2 The Non-Collusion Affidavit must be executed by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the Bid.
 - 15.1.3 Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of Bids are unlawful and may be subject to criminal prosecution. The person who signs the Non-Collusion Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the Bid.
 - 15.1.4 In the case of a Bid submitted by a joint venture, each party to the venture must be identified on the Bid Form and a separate Non-Collusion Affidavit must be submitted on behalf of each party to the venture.
 - 15.1.5 The term “complementary bid” as used in the Non-Collusion Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of Bids higher than the Bid of another firm, any intentionally high or non-competitive Bid, and any other form of Bid submitted for the purpose of giving a false appearance of competition.
 - 15.1.6 Failure to include an executed Non-Collusion Affidavit with the Bid in compliance with these instructions may result in disqualification of the Bid.

ARTICLE 16 GOVERNING LAWS AND REGULATIONS

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

ARTICLE 17 INABILITY TO CONSUMMATE FINANCING OR PROCEED

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

ARTICLE 18 GEOTECHNICAL INVESTIGATION

- 18.1 Data concerning subsurface materials or conditions has been obtained by the Owner to assist the Architect in the design of the project. The accuracy or completeness is not guaranteed by the Owner or the Architect and in no event is it to be considered part of the Contract Documents.

END OF SECTION 00 20 00



RFI – REQUEST FOR INFORMATION

PROJECT NAME: McCaskey High School Stadium Projects

DATE:

E-MAIL:

MAROTTA / MAIN ARCHITECTS NO.: 24-SDL-03

PHONE:

FAX:

Specification Section: _____ Paragraph: _____ Drawing Reference: _____ Detail: _____

REQUEST FOR INFORMATION:

RESPONSE:

Response From: _____

Date Returned: _____

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DOCUMENT 00 25 13 – PRE-BID MEETINGS

1.1 PREBID MEETING

- A. Architect will conduct a Pre-bid meeting as indicated below:
 - 1. Meeting Date: 15 January, 2025
 - 2. Meeting Time: 1:00pm, local time
 - 3. Location: McCaskey High School Stadium Entrance, 445 N. Reservoir Street, Lancaster PA 17602
- B. Attendance:
 - 1. Prime Bidders: Attendance at Pre-Bid meeting is not required, but recommended.
 - 2. Subcontractors: Attendance at Pre-Bid meeting is not required, but recommended.
 - 3. A site visit by Prime Contractors is required.
- C. Bidder Questions: Submit written questions to be addressed at Prebid meeting minimum of two business days prior to meeting.
- D. Agenda: Prebid meeting agenda will include review of topics that may affect proper preparation and submittal of bids, including the following:
 - 1. Procurement and Contracting Requirements:
 - a. Advertisement to Bid.
 - b. Instructions to Bidders.
 - c. Bidder Qualifications.
 - d. Bonding.
 - e. Insurance.
 - f. Bid Security.
 - g. Bid Form and Attachments.
 - h. Bid Submittal Requirements.
 - i. Bid Submittal Checklist.
 - j. Notice of Award.
 - 2. Communication during Bidding Period:
 - a. Obtaining documents.
 - b. Bidder's Requests for Information.
 - c. Bidder's Substitution Request/Prior Approval Request.
 - d. Addenda.
 - 3. Contracting Requirements:
 - a. Agreement.
 - b. The General Conditions.
 - c. Special Conditions.
 - d. Other Owner requirements.
 - 4. Construction Documents:
 - a. Scope of Work.
 - b. Temporary Facilities.
 - c. Use of Site.
 - d. Work Restrictions.
 - e. Alternates and Unit Prices.
 - f. Substitutions following award.

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

END OF DOCUMENT 00 25 13

DOCUMENT 00 26 00 - PROCUREMENT SUBSTITUTION PROCEDURES

1.1 DEFINITIONS

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

1.2 QUALITY ASSURANCE

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

1.3 PROCUREMENT SUBSTITUTIONS

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

1.4 SUBMITTALS

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

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

B. Architect's Action:

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

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

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

END OF DOCUMENT 00 26 00

SUBSTITUTION REQUEST

PROJECT: McCaskey High School Stadium Projects

SUBSTITUTION REQUEST NUMBER: _____

TO: _____ FROM: _____

DATE: _____

_____ A/E PROJECT NUMBER: 24-SDL-03

RE: _____ CONTRACT FOR: _____

SPECIFICATION TITLE: _____ DESCRIPTION: _____

SECTION: _____ PAGE: _____ ARTICLE/PARAGRAPH: _____

PROPOSED SUBSTITUTION: _____

MANUFACTURER: _____ ADDRESS: _____ PHONE: _____

TRADE NAME: _____ MODEL NO.: _____

INSTALLER: _____ ADDRESS: _____ PHONE: _____

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

Differences between proposed substitution and specified product:

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

Reason for not providing specified item:

Similar Installation:

Project:

Architect:

Address:

Owner:

Date Installed:

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

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

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

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ _____

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The Undersigned certifies:

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

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Attachments: _____

A/E'S REVIEW AND ACTION

- ☐ Substitution approved – Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- ☐ Substitution approved as noted – Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- ☐ Substitution rejected – Use specified materials.
- ☐ Substitution Request received too late – Use specified materials.

Signed by: _____ Date: _____

Additional Comments: ☐ Contractor ☐ Subcontractor ☐ Supplier ☐ Manufacturer ☐ A/E ☐ _____

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DOCUMENT 00 31 13 - PRELIMINARY SCHEDULE

1.1 PROJECT SCHEDULE

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

06 January, 2025	Drawings out to bid
15 January, 2025	Pre-bid meeting
03 February, 2025	Bids Received
17 February, 2025	Contract Award (Board Meeting)
18 February, 2025	Letter of Intent issued, Contracts initiated
03 March, 2025	Start of Construction
15 July, 2025	Substantial Completion Sitework in coordination with Owners Athletics Contractor scope – If deadline is not met - liquidated damages in the amount of \$1,500 per calendar day will be assessed.
August 18, 2025	Substantial Completion Bleacher Scope, Public Restrooms, & Concessions – If deadline is not met - liquidated damages in the amount of \$1,500 per calendar day will be assessed.
29 September, 2025	Substantial Completion Team Building
20 October, 2025	Full and Final Project Completion

D. Related Requirements:

- 1. Document 00 41 16 "Bid Form - Stipulated Sum (Multiple-Prime Contract)" for Contract Time.
- 2. Section 01 32 00 "Construction Progress Documentation" for Contractor's construction schedule requirements and construction milestones.

END OF DOCUMENT 00 31 13

**24-SDL-03 MCCASKEY HIGH SCHOOL STADIUM PROJECTS
SCHOOL DISTRICT OF LANCASTER PROJECT # CP802**

DOCUMENT 00 31 19 - EXISTING CONDITION INFORMATION

1.1 EXISTING CONDITION INFORMATION

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.
- B. Existing drawings that include information on conditions of the existing Stadium construction are available for review upon request.
- C. Related Requirements:
 - 1. Document 00 21 13 "Instructions to Bidders" for the Bidder's responsibilities for examination of Project site and existing conditions.

END OF DOCUMENT 00 31 19

**24-SDL-03 MCCASKEY HIGH SCHOOL STADIUM PROJECTS
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DOCUMENT 00 31 32 - GEOTECHNICAL DATA

1.1 GEOTECHNICAL DATA

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.
- B. Geotechnical engineering report(s) for the project included in this document include:
 - 1. Stormwater Infiltration and Carbonate Assessment Report, prepared by Kleinfelder, dated 06 December 2024.
- C. Related Requirements:
 - 1. Document 00 21 13 "Instructions to Bidders" for the Bidder's responsibilities for examination of Project site and existing conditions.
 - 2. Document 00 31 19 "Existing Condition Information" for information about existing conditions that is made available to bidders.

END OF DOCUMENT 00 31 32



December 6, 2024
Kleinfelder Project No.: 25001905.001A

Mr. Hugh D. Cadzow, RLA/ASLA
ELA Sport
743 South Broad Street
Lititz, PA 17543

**RE: Stormwater Infiltration and Carbonate Assessment Report
McCaskey High School Stadium Renovations
School District of Lancaster
City of Lancaster, Lancaster County, Pennsylvania**

Dear Mr. Cadzow:

Kleinfelder, Inc. (Kleinfelder) previously completed a *Stormwater Infiltration and Carbonate Assessment Report* (Report), dated October 11, 2024, which consisted of completing a geologic evaluation of the above referenced project site along with a series of test pits and infiltration testing to evaluate subsurface conditions across the project site. Based on conversations with the Client, additional infiltration testing was required; therefore, applicable data and results pertaining to the previously completed subsurface exploration has been included within this report.

In accordance with your request, Kleinfelder, Inc. (Kleinfelder) has completed a geologic evaluation of the above referenced project site to satisfy the requirements set forth in the City of Lancaster Code of Ordinances, Article III, Chapter 260-405. This correspondence serves to transmit the results of our evaluation and explorations with respect to stormwater infiltration and provide general recommendations for site development in carbonate settings.

SITE AND PROJECT DESCRIPTION

The project site currently consists of the existing McCaskey High School stadium field located in the City of Lancaster, Lancaster County, Pennsylvania. The project site is bordered to the north by wooded areas, to the east by wooded areas and McCaskey East High School, to the south by athletic fields, and to the west by McCaskey High School. Topography across the project site is generally flat with minimal grade change. The approximate location of the site in relation to the surrounding area is presented on the attached *Topographic Map* (Figure 1).

Based on information provided by the Client, the project will consist of converting the grass covered stadium field to synthetic turf, as well as constructing new stormwater management facilities. Based on existing and proposed grades, maximum cuts of approximately 6 feet will be required to reach the invert elevations of the proposed stormwater management facilities.

STATEMENT OF PURPOSE & SCOPE OF WORK

The objective of our work was to evaluate the engineering characteristics of the subsurface materials across the proposed stormwater management facilities and identify karst-related features in accordance with the City of Lancaster Code of Ordinances, Article III, Chapter 260-405. The scope of work for this project included a desktop review of published geologic data, subsurface explorations, site reconnaissance, engineering analysis of the data obtained and preparation of a summary report.

The scope included an evaluation of the site with respect to the following karst conditions and features:

Open Sinkholes	Caverns
Closed Depressions	Intermittent Lakes
Lineaments	Ephemeral Disappearing Stream
Fracture Traces	Bedrock Pinnacles (surface or subsurface)

Details regarding the completion of these tasks are presented below.

PUBLISHED DATA REVIEW

The following published data was reviewed to determine the bedrock characteristics and to identify the presence of any mapped karst-related features, at or near, the project site:

- Geologic Map of Pennsylvania, 1980, digital dataset, accessed September 2024.
- Engineering Characteristics of the Rock of Pennsylvania, Environmental Geology Report 1, Alan Geyer and J. Peter Wilshusen, Pennsylvania Topographic and Geologic Survey, 1982.
- Sinkholes and Karst-Related Features of Lancaster County, Pennsylvania, William E. Kochanov, Digital data S. Reese, 2007, accessed September 2024.
- Aerial Photographs (1947, 1957, 1971 and 2020) from Penn Pilot acquired from <https://datacommons.maps.arcgis.com>, accessed September and October 2024.
- Soil Survey Staff, Natural Resources Conservation Service, United States Department of Agriculture. Web Soil Survey. Available online. Accessed September 2024.

An overview of the geologic setting and karst conditions identified through review of the above published sources is presented below.

Geologic Setting/Karst Features Map

Based on the Pennsylvania State Geologic Survey, *Atlas of Preliminary Geologic Quadrangles*, 1981, the project site is underlain by the Ordovician Conestoga Formation (geologic symbol OCc). The project site within its geologic setting is presented on the attached *Geologic and Karst Features Map* (Figure 2).

The Engineering Characteristics of the Rocks of Pennsylvania, Second Edition 1982, describes the Conestoga Formation as being composed of medium-gray impure limestone with graphitic shale partings. This formation is crudely to poorly bedded, thin, and highly crumpled. Fractures are moderately abundant and have an irregular pattern. Joints are poorly formed and widely spaced and have an uneven regularity and are often times filled with quartz and calcite. The rock in this formation is moderately resistant to weathering and is slightly weathered to a shallow depth. Decomposition results in large irregularly shaped fragments. The overlying soil mantle varies in thickness and may be extremely thick, and the soil-to-bedrock interface is characterized by bedrock pinnacles.

This formation is comprised of carbonate lithology which is subject to dissolution and the development of sinkholes and other karst-related features. The *Sinkhole Map of Pennsylvania*, prepared by William Kochonov of the Pennsylvania Geologic Survey, does not show any mapped karst features within the project site or adjacent lands. Additionally, no karst features (i.e., closed depressions, bedrock outcrops and/or sinkholes) were observed at the time of our field exploration.

Aerial Photographs

Aerial photographs taken in 1947, 1957 and 1971 as well as a current aerial photograph were reviewed for indications of earth fracturing and karst features. Fracture zones are characterized as linear tonal features and long swales, and in carbonate settings have a greater potential for karst conditions. Closed depressions are typically expressed on aerial photographs as circular zones of darker or lighter color. Sinkholes and/or bedrock outcrops are often present where tree clusters occur in otherwise open areas.

Fracture Zones:

- No fracture zones were identified from review of the aerial photographs.

Closed Depressions:

- The aerial photographs do not have distinctive circular tonal variations within the project site or adjacent lands that are evident of closed depressions.

Sinkholes/Outcrops:

- The 1947 and 1957 aerial photographs depict irregular areas of lighter tonal variation across the project site, indicative of bare earth or sparse vegetation across the existing athletic field. Tonal variations are also present across adjacent lands, which may indicate bedrock outcrops and/or a shallow bedrock surface. Furthermore, trees are present in otherwise open areas surrounding the project site; however, these trees are consistently present and appear to be associated with the on-going development of the project site and surrounding lands, and these areas have since been developed.

In summary, the immediate project site has consisted of an athletic field with a set of bleachers along the western sideline since 1947. Additionally, development of the surrounding lands became more prevalent from 1957 and on. Tonal variation in some photographs may reflect shallow bedrock conditions. The aerial photographs, with reference to the approximate site location are depicted on the attached *Aerial Photographs* (Figure 3 through Figure 6).

Soil Resources Map

USDA Natural Resources Conservation Service (NRCS) soil survey mapping displays the following soil unit within the site boundary:

NRCS SOIL SURVEY MAPPING RESULTS			
Soil Unit	Map Unit Name	Acres in AOI	Percent of AOI
Uc	Urban Land	4.9	100.0%

additional information regarding the soil map unit is presented on the attached *Soil Resources Map* (Figure 7).

SUBSURFACE FIELD EXPLORATION & SITE RECONNAISSANCE

To characterize subsurface conditions within the proposed stormwater management facilities, sixteen (16) test pits were excavated on August 22 and 23, and November 25, 2024. Supervision and monitoring of the field explorations were provided by a qualified representative of Kleinfelder with experience in conducting geologic reviews of project sites and identifying the presence of karst related features and conditions. The test locations were field located utilizing a hand-held GPS unit based on drawings provided by the Client. The approximate test pit locations, referenced as TP-1 through TP-16, are shown on the attached *Exploration Plan* (Figure 8).

Data pertaining to the subsurface explorations was documented in the field and is presented in detail on the *Test Pit Logs*, which contain detailed visual descriptions of the subsurface materials encountered and infiltration test data (where completed). A general description of the soil conditions encountered is provided in the “Subsurface Conditions” section of this report.

Kleinfelder completed a site reconnaissance to confirm the findings of the published data review. Topography across the project site is generally flat with minimal grade change. Upon review, no bedrock outcrops, sinkholes or closed depressions were identified within the project site boundaries.

LABORATORY ANALYSIS

Soil samples retrieved from the site were visually reviewed and classified by Kleinfelder. Representative soil samples were subjected to laboratory analyses to verify visual classifications in accordance with the following schedule:

- Hydrometer Analysis (ASTM D421 and D422)

A United States Department of Agriculture (USDA) soil type has been assigned to the soils analyzed. The results of the testing conducted is presented within the table below and Attachments.

HYDROMETER ANALYSIS RESULTS							
Location	Depth (ft)	Soil Type	% Sand	% Silt	% Clay	Natural Moisture Content	USDA Group Name
TP-3	5.0	Stratum I	42.3	14.0	43.7	13.4%	Clay
TP-4	5.0		15.7	54.1	30.2	17.3%	Silty Clay Loam
*The visual descriptions for the soil samples tested, in associated with the USCS, is that of a Sandy CLAY with Gravel (CL)							

SUBSURFACE CONDITIONS

A general description of the conditions encountered at the site is as follows:

Soil

Surficial Materials

The test locations were covered by approximately 8 to 24 inches of topsoil; however, the thickness of the topsoil may vary in unexplored areas of the project site. Kleinfelder utilized visual classifications to estimate thicknesses of the surficial elements encountered during the field explorations.

Fill – Orange to brown CLAY with varying amounts of Sand, cobbles and boulders

Localized existing Fill was encountered within test pits TP-13 through TP-16, extending to their termination depths ranging from approximately 2 to 8 feet below existing site grades. Upon review, the existing Fill was observed to be poorly graded, plastic, and predominantly comprised of CLAY with varying amounts of Sand, cobbles and boulders.

Stratum I – Orange to brown CLAY with varying amounts of Sand and Gravel; Clay and Silty Clay Loam

Stratum I was encountered within each test pit, with exception to test pits TP-5 and TP-8 and extended to depths ranging from approximately 1.5 to 7 feet below existing site grades. Laboratory testing conducted on representative samples of Stratum I in accordance with USDA textural standards describes this soil as Clay and Silty Clay Loam. The as-received moisture contents of the samples were found to be 13.4% and 17.3%. Upon visual

review in accordance with the Unified Soil Classification System (USCS), Stratum I was observed to be poorly graded, plastic, and described as Sandy CLAY with Gravel (CL).

Stratum II – White to gray GRAVEL with varying amounts of Silt and Sand (fractured rock)

Stratum II was encountered within test pits TP-5, TP-7 through TP-9, and TP-12, and extended to their termination depths ranging from approximately 2 to 5.5 feet below existing site grades. Upon review, Stratum II was observed to be poorly graded, non-plastic, and predominantly comprised of GRAVEL with varying amounts of Silt, Clay and Sand. Stratum II is anticipated to be indicative of the underlying bedrock surface.

Bedrock

The bedrock surface was encountered within test pits TP-5 through TP-9, TP-12, and TP-16, at depths ranging from approximately 2 to 5.5 feet below existing site grades. These depths correspond to bedrock surface elevations ranging from 302.5 to 298.5 feet. The bedrock surface was defined as the depth at which the bucket of the excavation equipment could no longer advance.

Published geologic data indicates the bedrock beneath the property is comprised of carbonate rock which is characterized as having an erratic bedrock surface profile over short lateral distances. Therefore, the possibility exists for the bedrock surface to be encountered at depths which vary from those stated above during construction.

Groundwater & Soil Mottling

Neither groundwater nor soil redoximorphic features (indication of seasonal high-water table and/or poorly draining soils) were encountered within any of the test pits completed. These observations were made at the time of the field operation and the groundwater table elevation will fluctuate with daily, seasonal, and climatological variations as well as anthropogenic activities.

CONSIDERATION OF KARST GEOLOGY

The geologic formation which underlies the project site is comprised of carbonate bedrock which is subject to dissolution and the development of sinkholes and other karst-geologic features. The Owner should recognize the risk associated with development of project sites underlain by carbonate bedrock. The following construction recommendations are provided in an effort to minimize the potential for development of sinkholes during and following construction.

- Surface water is not recommended to collect or pool in low lying areas of the site for extended periods of time and should be directed to appropriate storm water channels. Expedient backfilling or grading of low-lying areas will also help minimize the potential development of sinkholes.
- The extent of excavations should be kept to a minimum and the influx of surface water into excavations should be minimized. The potential for sinkhole development generally increases as the bedrock surface is encountered. Therefore, the prolonged exposure of the bedrock surface should also be minimized.
- Storm sewer conveyance lines should be constructed as “water-tight” joints.

- Positive drainage away from structures should always be maintained. Roof drains should also be directed away from structures and into designated stormwater channels.
- Unpaved areas, swales or surface basins should be minimized adjacent to building/foundation areas. Designing/installing subsurface stormwater infiltration facilities in proposed parking areas is considered a risk in areas underlain by carbonate geology.

The above recommendations constitute best management practices for construction and development in karst settings. Contingencies should be made in the construction schedule and budget for the repair of sinkholes and unstable soil conditions encountered during development of the site.

Sinkholes may occur during construction, and specifically during and shortly following mass grading of the project site. All sinkholes and unstable soil conditions should be reviewed by Kleinfelder. Following review of the specific characteristics and locations of a given sinkhole feature, a detailed repair procedure should be developed and implemented.

Structural Areas (*areas adjacent to structures/beneath pavement*)

- Any and all loose and/or excessively moist soils within the sinkhole should be excavated and continue until stable soils, a “throat” is identified, or until the extent of the excavation equipment is reached.
- Upon removal of the unstable soils, the excavation should be backfilled using high mobility, low strength flowable fill (500 psi) to final subgrade elevation; however, utilities should not be encased with flowable fill.
- Dependent on specific conditions, specialty mitigations may be warranted, such as ground modification (i.e., karst grouting).

Non-Structural Areas (*non-pavement/landscaped areas*)

- Any and all loose and/or excessively moist soils should be excavated from the sinkhole. Excavation should continue until stable soils, a “throat” is identified, or until the extent of the excavation equipment is reached.
- The excavation should be backfilled with aggregate of decreasing size, commonly referred to as an Inverted Filter.

The repairs outlined above are general guidelines and each sinkhole occurrence should be thoroughly reviewed by the Geotechnical Engineer of Record for an appropriate mitigation plan.

INFILTRATION ANALYSIS

To evaluate the feasibility of stormwater infiltration, infiltration testing was intended to be completed at the proposed test elevations within each test pit utilizing the “double-ring” infiltrometer method in accordance with the Pennsylvania Stormwater Best Management Practices Manual, latest Edition. However, based on encountering the bedrock surface, infiltration testing was not completed within test pits TP-5 through TP-9 and TP-12. Each test pit extended a minimum of 2 feet below the lowest test elevation to review for the presence of limiting zones (i.e. bedrock, groundwater and/or soil mottling). The results of the infiltration testing are presented within the table below.

INFILTRATION TEST RESULTS (AUGUST 2024)					
Test Location	Approximate Surface Elevation (ft)	Proposed Test Elevation (ft)	Actual Test Elevation (ft)	Limiting Zone Elevation (ft)	Infiltration Rate (in/hr)*
TP-1	304.0	301.0	301.0	Not Encountered at 297.0	0.4
		299.0	299.0		0.4
TP-2	304.5	301.5	301.5	Not Encountered at 297.5	0.8
		299.5	299.5		2.0
TP-3	304.5	301.5	301.5	Not Encountered at 297.5	0.8
		299.5	299.5		1.0
TP-4	304.0	301.0	301.0	Not Encountered at 297.0	0.4
		299.0	299.0		1.0
TP-5	304.0	301.0	No Test	Bedrock at 302.0	-
		299.0	No Test		-
TP-6	304.0	301.0	No Test	Bedrock at 302.0	-
		299.0	No Test		-
TP-7	305.0	302.0	No Test	Bedrock at 302.0	-
		300.0	No Test		-
TP-8	305.0	302.0	No Test	Bedrock at 302.5	-
		300.0	No Test		-
TP-9	305.0	302.0	No Test	Bedrock at 301.5	-
		300.0	No Test		-
TP-10	304.5	301.5	301.5	Not Encountered at 297.5	0.8
		299.5	299.5		1.6
TP-11	305.0	302.0	302.0	Not Encountered at 298.0	2.8
		300.0	300.0		2.4
TP-12	305.0	302.0	302.0	Bedrock at 300.0	0.8
		300.0	No Test		-
*Rates are field rates and are unfactored -Shaded cells indicate no infiltration testing was completed due to encountering a limiting zone (i.e. bedrock).					

To further evaluate the feasibility of infiltration of stormwater, additional infiltration testing was intended to be completed at the proposed test elevations within each test pit utilizing the “double-ring” infiltrometer method in accordance with the Pennsylvania Stormwater Best Management Practices Manual, latest Edition. However, due to encountering the bedrock surface prior to achieving the proposed test elevation or encountering cobble sized material at the proposed test elevation, infiltration testing was not completed within test pits TP-13 and TP-16. Each test pit extended a minimum of 2 feet below the lowest test elevation to review for the presence of limiting zones. The results of the additional infiltration testing are presented within the table below.

INFILTRATION TEST RESULTS (NOVEMBER 2024)					
Test Location	Approximate Surface Elevation (ft)	Proposed Test Elevation (ft)	Actual Test Elevation (ft)	Limiting Zone Elevation (ft)	Infiltration Rate (in/hr)*
TP-13	299.5	296.5	296.5	Not Encountered at 291.5	0.5
		294.5	No Test		No Test
TP-14	299.5	296.5	296.5	Not Encountered at 291.5	0.2
		294.5	294.5		0.2
TP-15	300.5	296.5	296.5	Not Encountered at 292.5	0.2
		294.5	294.5		1.0
TP-16	300.5	296.5	No Test	Bedrock at 298.5	No Test
		294.5	No Test		No Test
*Rates are field rates and are unfactored -Shaded cells indicated infiltration testing was not completed due to encountering a limiting zone (i.e. bedrock). -Shaded cells with bold text indicate double-ring infiltration testing not completed due to encountering cobble sized material. Bulk water was placed within the test pit and upon review, ponding was not observed.					

SUMMARY OF DATA & CONCLUSIONS

Based on the results of our subsurface exploration and engineering analysis of the data obtained, we offer the following comments with regard to the infiltration of stormwater at the project site.

- Infiltration testing was conducted within the localized Fill or the naturally occurring soils of Stratum I.
- Neither groundwater nor soil redoximorphic features (indication of seasonal high-water table and/or poorly draining soils) were encountered within the test pits.
- The bedrock surface was encountered within test pits TP-5 through TP-9, TP-12, and TP-16, at depths ranging from approximately 2 to 5.5 feet below existing site grades, corresponding to bedrock surface elevations ranging from 302.5 to 298.5 feet.
- The unfactored field infiltration rates were found to range from 0.2 to 2.8 inches per hour. The PADEP recommended rate for infiltration of stormwater is 0.1 to 10 inches per hour.

The project site is underlain by carbonate lithology and is subject to the development of sinkholes and other karst geologic features and the concentrated influx of water into these areas will increase this risk. The Owner should recognize the risks associated with development of project sites underlain by carbonate bedrock.

LIMITATIONS

This work was performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions are based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Further, Kleinfelder assumes no liability for interpolation of data between the specific testing locations discussed herein. Kleinfelder makes no other representation, guarantee, or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

This report may be used only by the Client and the registered design professional in responsible charge and only for the purposes stated for this specific engagement within a reasonable time from its issuance, but in no event later than 2 years from the date of the report.

The varied nature of carbonate geology precludes absolute certainty in assessing karst formation. Therefore, the Client/Owner should be aware that conditions could be encountered during construction that would require modifications to our recommendations. Kleinfelder makes no warranty or guarantee with regard to the development of sinkholes on the project site. The Client/Owner must recognize the risks associated with development in areas underlain by karst geologic formations. Contingencies should be made in the construction schedule and budget for the repair of sinkholes and unstable soil conditions encountered during development of the site.

Our scope of services for this exploration and report did not include environmental assessments or evaluations regarding the presence or absence of wetlands or hazardous substances in the soil, surface water, or groundwater at this site.

Mr. Hugh D. Cadzow, RLA/ASLA
McCaskey High School Stadium Renovations
Kleinfelder Project No.: 25001905.001A
December 6, 2024
Page 11 of 10

CLOSING

We thank you for the opportunity to work on this project with you. Should you have any questions or require any additional information, please do not hesitate to contact us.

Respectfully Submitted,
KLEINFELDER, INC.



Michael D. Owen
Project Manager



Steven R. Read, P.G.
PA Registered Professional Geologist



Attachments:

Figure 1 – Topographic Map
Figure 2 – Geologic & Karst Features Map
Figures 3-6 – Aerial Photographs
Figure 7 – Soil Resources Map
Figure 8 – Exploration Plan
Figure 9 – Graphics Key
Figure 10 – Soil Description Key
Laboratory Test Results
Test Pit Logs
Inverted Filter Detail



LEGEND

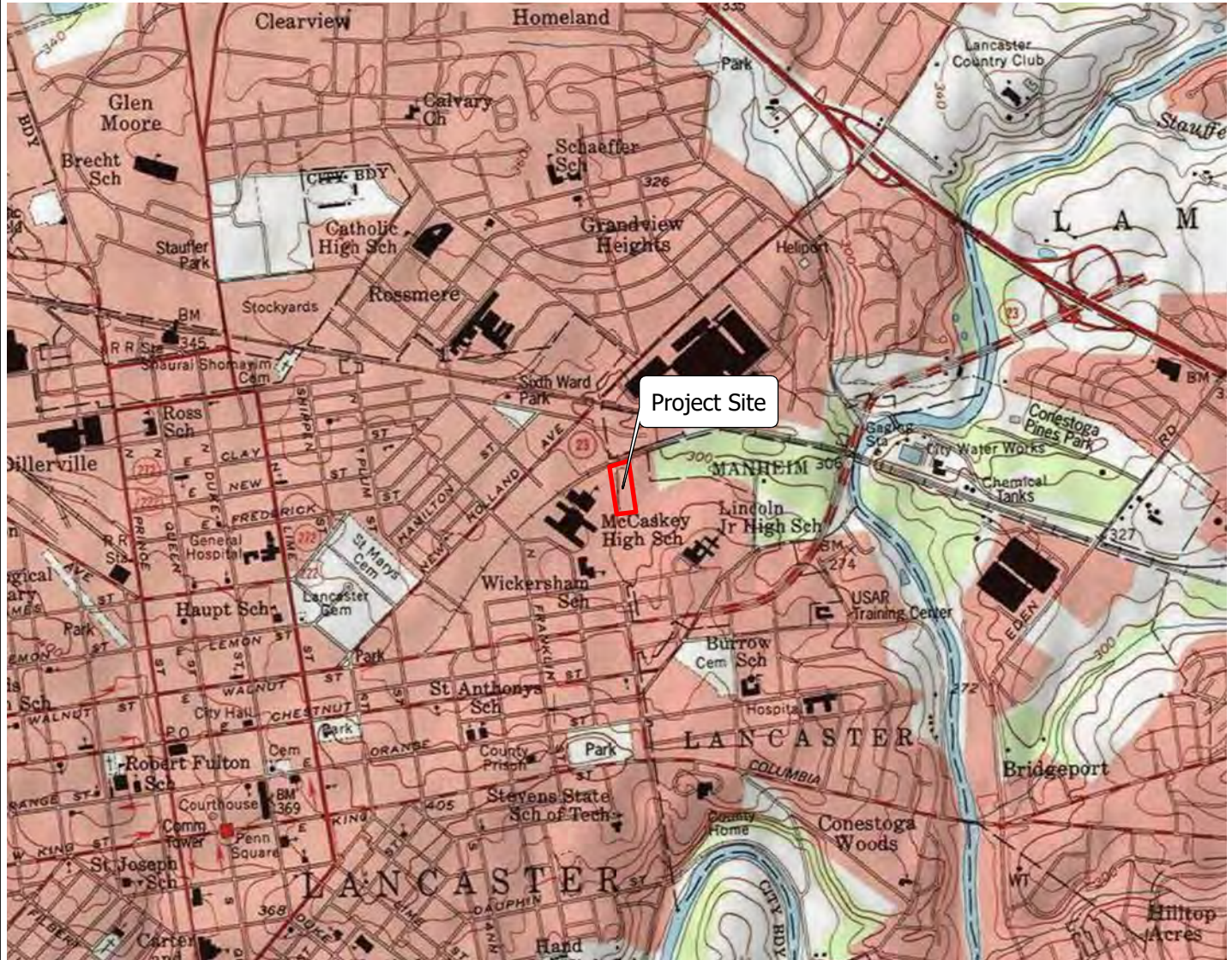
 Project Site

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TOPOGRAPHIC MAP









McCaskey High School Stadium Renovations
445 N Reservoir Street
Lancaster, Pennsylvania 17602

FIGURE

1



LEGEND

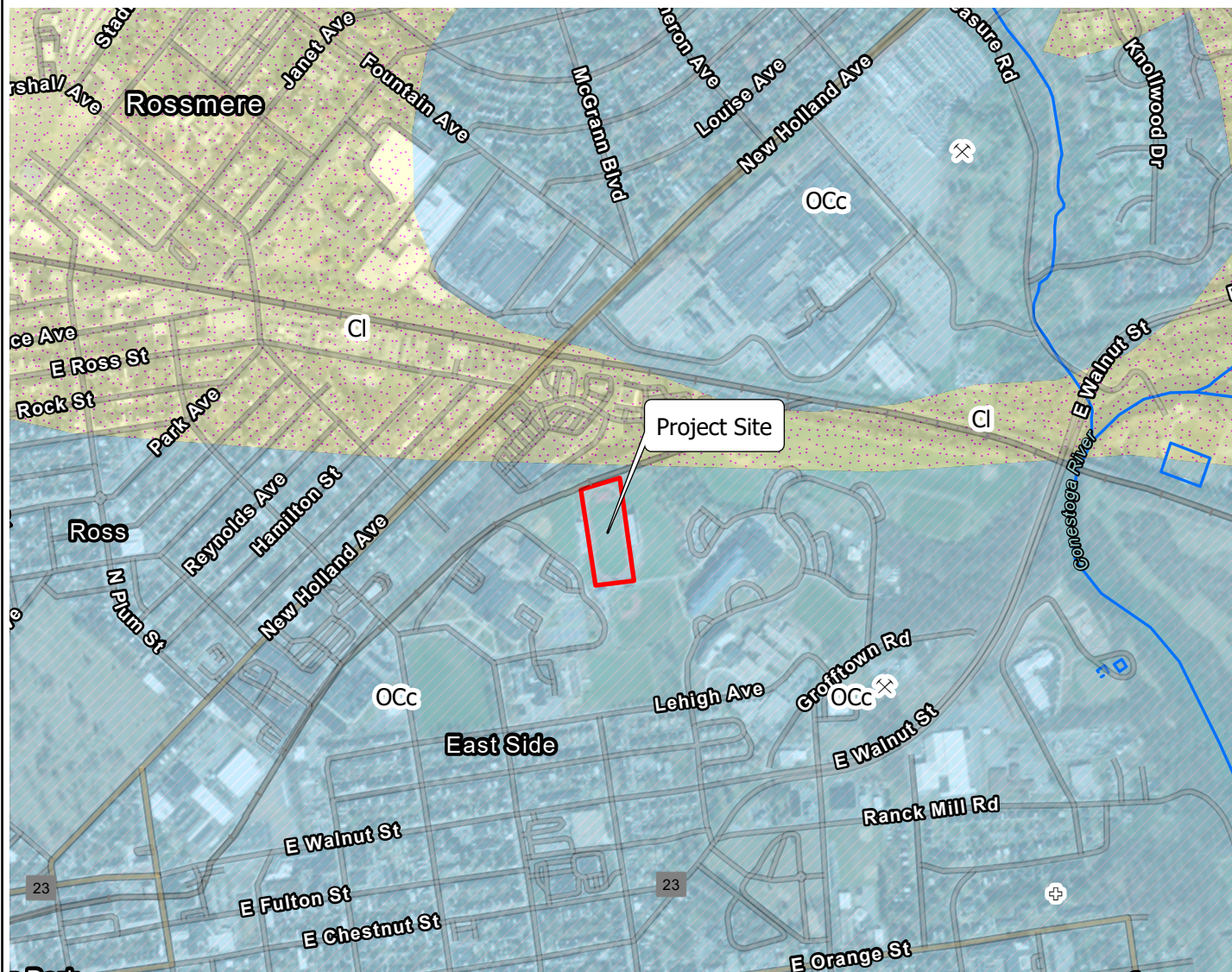
- | | |
|---|--|
|  Project Site |  Stream |
|  Ledger Formation |  cave |
|  Conestoga Formation |  sinkhole |
| |  surface depression |
| |  surface mine |

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GEOLOGIC & KARST FEATURES MAP

McCaskey High School Stadium Renovations
445 N Reservoir Street
Lancaster, Pennsylvania 17602

FIGURE

2



LEGEND



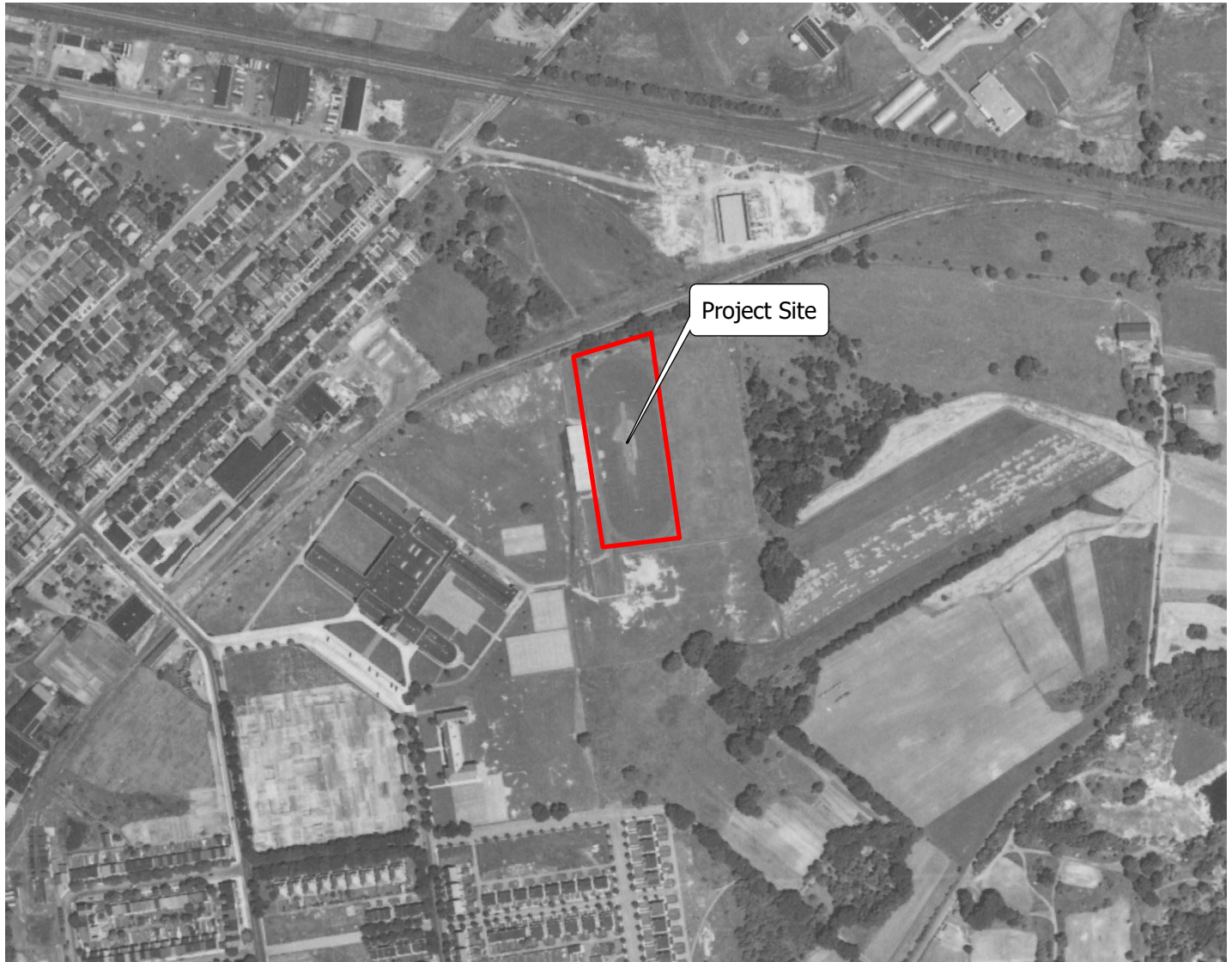
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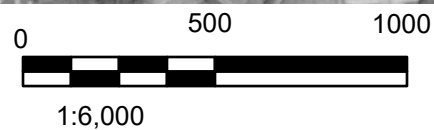


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1947 AERIAL PHOTOGRAPH

McCaskey High School Stadium Renovations
445 N Reservoir Street
Lancaster, Pennsylvania 17602

FIGURE

3



LEGEND



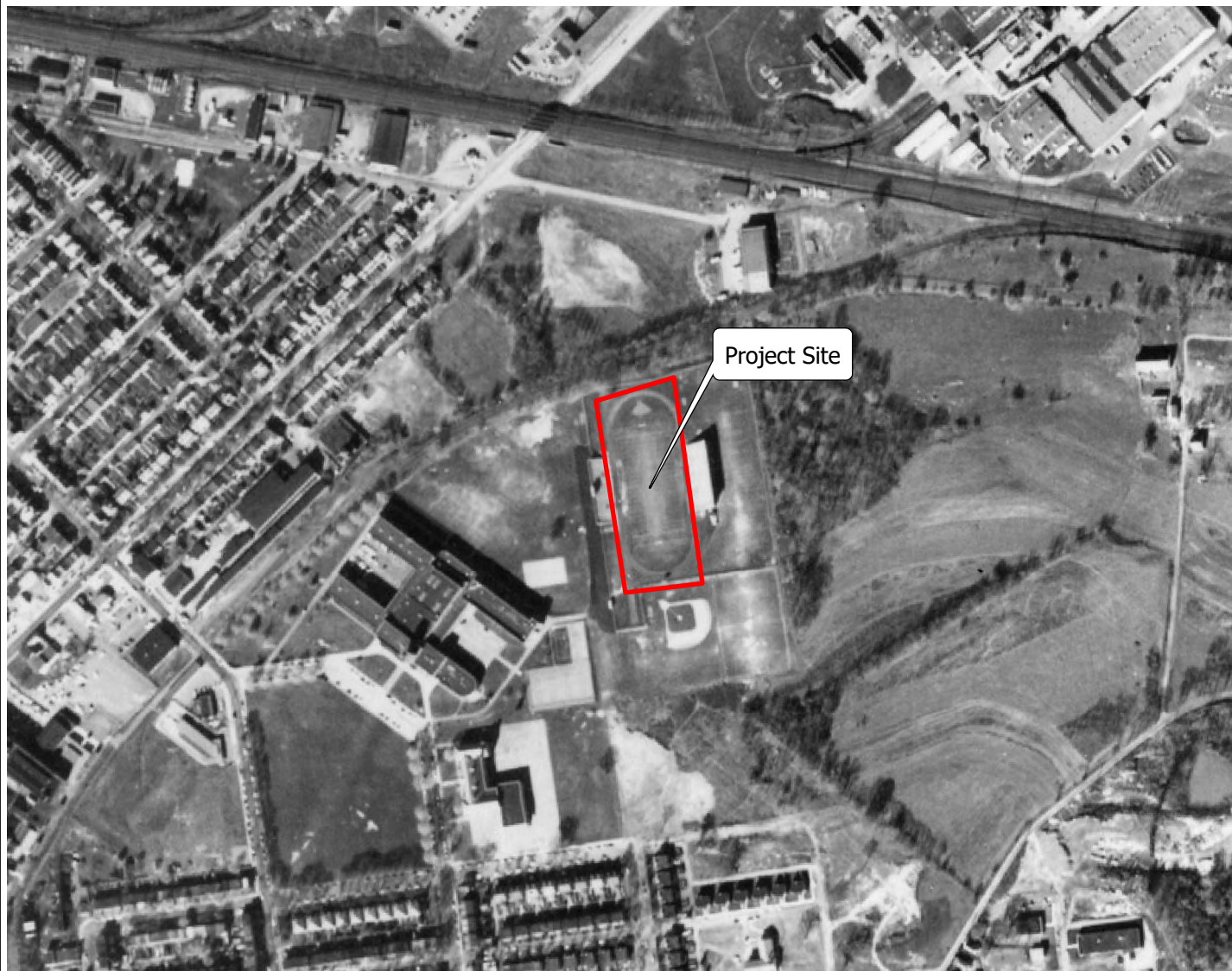
Project Site



VICINITY MAP

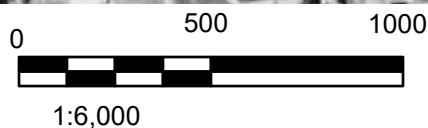
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1957 AERIAL PHOTOGRAPH

McCaskey High School Stadium Renovations
445 N Reservoir Street
Lancaster, Pennsylvania 17602

FIGURE

4



LEGEND



Project Site

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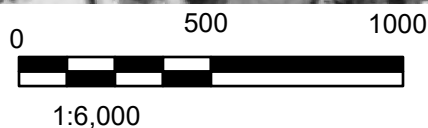


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1971 AERIAL PHOTOGRAPH

McCaskey High School Stadium Renovations
445 N Reservoir Street
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FIGURE

5



LEGEND



Project Site

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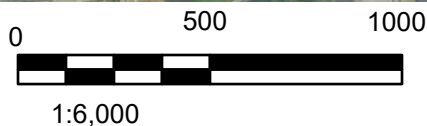


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CURRENT AERIAL PHOTOGRAPH

McCaskey High School Stadium Renovations
445 N Reservoir Street
Lancaster, Pennsylvania 17602

FIGURE

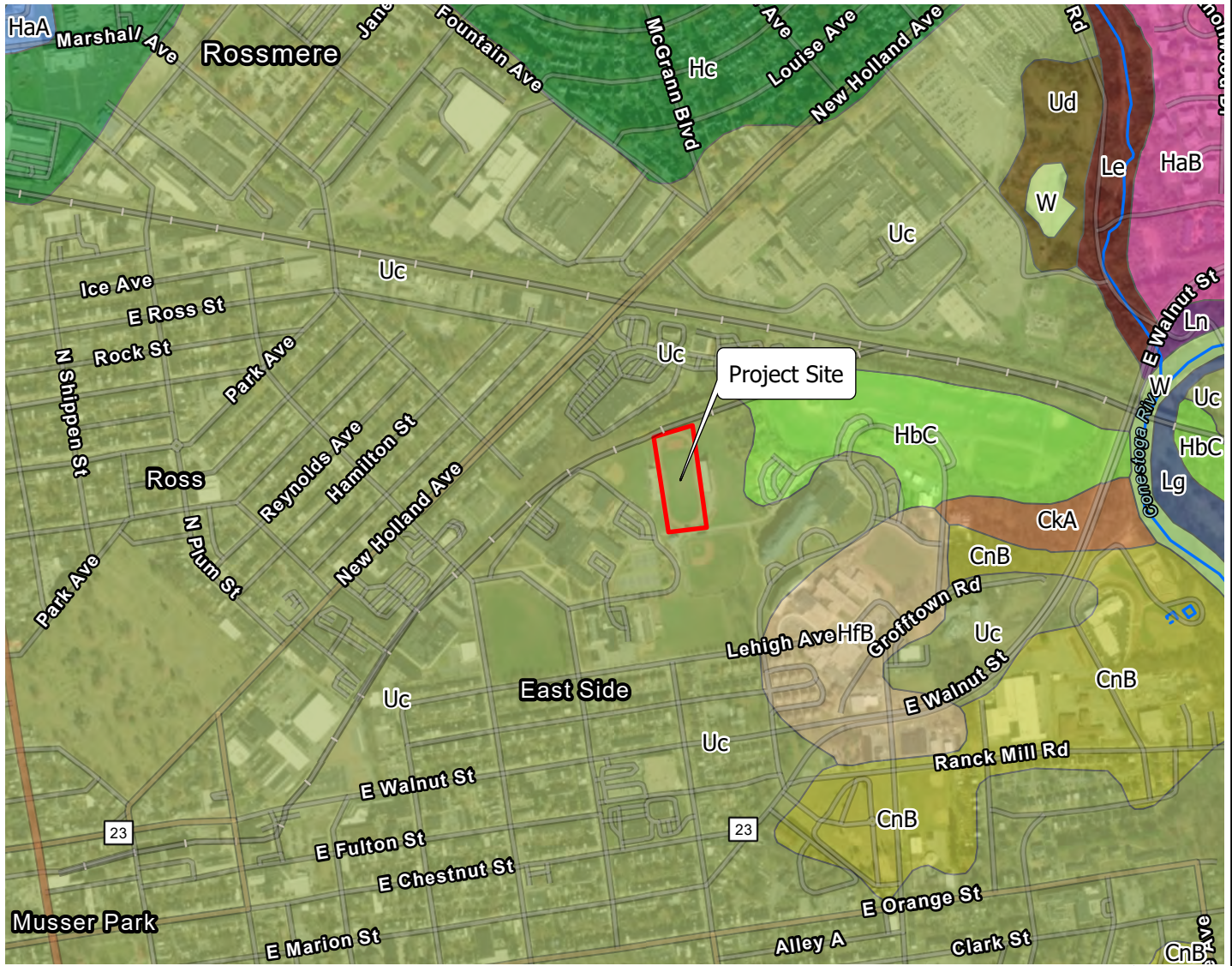
6

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LEGEND

CkA, Clarksburg silt loam, 0 to 5 percent slopes	Lg, Linden silt loam
CnB, Conestoga silt loam, 3 to 8 percent slopes	Ln, Lindside silt loam
HaA, Hagerstown silt loam, 0 to 3 percent slopes	Uc, Urban land
HaB, Hagerstown silt loam, 3 to 8 percent slopes	Ud, Udorthents, loamy
HbC, Hagerstown silty clay loam, 8 to 15 percent slopes	W, Water
Hc, Hagerstown-Urban land complex	Project Site
HfB, Hollinger silt loam, 3 to 8 percent slopes	Stream
Le, Lindside-Linden complex, 0 to 3 percent slopes, frequently flooded	

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SOIL RESOURCES MAP


McCaskey High School Stadium Renovations
445 N Reservoir Street
Lancaster, Pennsylvania 17602

FIGURE

7



LEGEND

 Approximate Test Pit Location

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0 75 150 300 Feet



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DATE: 12/6/2024

EXPLORATION PLAN

McCaskey High School Stadium Renovations
445 N Reservoir Street
Lancaster, Pennsylvania 17602

FIGURE

8

DRILLING METHOD/SAMPLER TYPE GRAPHICS

GROUND WATER GRAPHICS

- WATER LEVEL (level where first observed)
- WATER LEVEL (level after stabilizing period)
- WATER LEVEL (additional levels after exploration)
- OBSERVED SEEPAGE

NOTES

- The report and graphics key are an integral part of these logs. All data and interpretations in this log are subject to the explanations and limitations stated in the report.
- Solid lines separating strata on the logs represent approximate boundaries only, dashed lines are inferred or extrapolated boundaries. Actual transitions may be gradual or differ from those represented.
- No warranty is provided as to the continuity of soil or rock conditions between individual sample locations.
- Logs represent general soil or rock conditions observed at the point of exploration on the date indicated.
- In general, Unified Soil Classification System (ASTM D2488/D2487) designations presented on the logs were based on visual classification in the field and were modified where appropriate based on gradation and index property testing.
- Fine grained soils that plot within the hatched area on the Plasticity Chart, and coarse grained soils with between 5% and 12% passing the No. 200 sieve require dual USCS symbols, ie., CL-ML, GW-GM, GP-GM, GW-GC, GP-GC, GC-GM, SW-SM, SP-SM, SW-SC, SP-SC, SC-SM.
- If sampler is not able to be driven at least 6 inches then 50/X indicates number of blows required to drive the identified sampler X inches with a 140 pound hammer falling 30 inches.

ABBREVIATIONS

- C_u - Coefficients of Uniformity
C_c - Coefficients of Curvature
WOH - Weight of Hammer
WOR - Weight of Rod

REFERENCES

1. American Society for Testing and Materials (ASTM), 2011, ASTM D2487: Classification of Soils for Engineering Purposes (Unified Soil Classification System).

UNIFIED SOIL CLASSIFICATION SYSTEM¹

COARSE GRAINED SOILS (More than 50% retained on No. 200 Sieve)				
GRAVELS (More than 50% of coarse fraction retained on No. 4 Sieve)				
CLEAN GRAVEL WITH <5% FINES		GW	WELL-GRADED GRAVEL, WELL-GRADED GRAVEL WITH SAND	
		GP	POORLY GRADED GRAVEL, POORLY GRADED GRAVEL WITH SAND	
		GW-GM	WELL-GRADED GRAVEL WITH SILT, WELL-GRADED GRAVEL WITH SILT AND SAND	
		GW-GC	WELL-GRADED GRAVEL WITH CLAY (OR SILTY CLAY), WELL-GRADED GRAVEL WITH CLAY AND SAND (OR SILT CLAY AND SAND)	
		GP-GM	POORLY GRADED GRAVEL WITH SILT, POORLY GRADED GRAVEL WITH SILT AND SAND	
		GP-GC	POORLY GRADED GRAVEL WITH CLAY (OR SILTY CLAY), POORLY GRADED GRAVEL WITH CLAY AND (OR SILTY CLAY AND SAND)	
		GM	SILTY GRAVEL, SILTY GRAVEL WITH SAND	
		GC	CLAYEY GRAVEL, CLAYEY GRAVEL WITH SAND	
		GC-GM	SILTY, CLAYEY GRAVEL SILTY, CLAYEY GRAVEL WITH SAND	
SANDS (50% or more of coarse fraction passes the No. 4 Sieve)				
CLEAN SANDS WITH <5% FINES		SW	WELL-GRADED SAND, WELL-GRADED SAND WITH GRAVEL	
		SP	POORLY GRADED SAND, POORLY GRADED SAND WITH GRAVEL	
		SW-SM	WELL-GRADED SAND WITH SILT, WELL-GRADED SAND WITH SILT AND GRAVEL	
		SW-SC	WELL-GRADED SAND WITH CLAY (OR SILTY CLAY), WELL-GRADED SAND WITH CLAY AND GRAVEL (OR SILTY CLAY AND GRAVEL)	
		SP-SM	POORLY GRADED SAND WITH SILT, POORLY GRADED SAND WITH SILT AND GRAVEL	
		SP-SC	POORLY GRADED SAND WITH CLAY, POORLY GRADED SAND WITH CLAY AND GRAVEL (OR SILTY CLAY AND GRAVEL)	
SANDS WITH > 12% FINES		SM	SILTY SAND, SILTY SAND WITH GRAVEL	
		SC	CLAYEY SAND, CLAYEY SAND WITH GRAVEL	
		SC-SM	SILTY, CLAYEY SAND, SILTY, CLAYEY SAND WITH GRAVEL	
FINE GRAINED SOILS (50% or more passes the No. #200 sieve)				
SILTS AND CLAYS (Liquid Limit less than 50)		ML	SILT, SILT WITH SAND, SILT WITH GRAVEL	
		CL	LEAN CLAY, LEAN CLAY WITH SAND, LEAN CLAY WITH GRAVEL	
		CL-ML	SILTY CLAY, SILTY CLAY WITH SAND, SILTY CLAY WITH GRAVEL	
SILTS AND CLAYS (Liquid Limit 50 or greater)		OL	ORGANIC CLAY, ORGANIC CLAY WITH SAND, ORGANIC CLAY WITH GRAVEL, ORGANIC SILT, ORGANIC SILT WITH SAND, ORGANIC SILT WITH GRAVEL	
		MH	ELASTIC SILT. ELASTIC SILT WITH SAND, ELASTIC SILT WITH GRAVEL	
		CH	FAT CLAY, FAT CLAY WITH SAND, FAT CLAY WITH GRAVEL	
		OH	ORGANIC CLAY, ORGANIC CLAY WITH SAND, ORGANIC CLAY WITH GRAVEL, ORGANIC SILT, ORGANIC SILT WITH SAND, ORGANIC SILT WITH GRAVEL	

NOTE: USE MATERIAL DESCRIPTION ON THE LOG TO DEFINE A GRAPHIC THAT MAY NOT BE PROVIDED ON THIS LEGEND.

	PROJECT NO.: 25001905.001A	GRAPHICS KEY	FIGURE 9
	DRAWN BY: MN CHECKED BY: MO DATE: 10/3/2024		

McCaskey High School Stadium Renovations
445 N Reservoir St
Lancaster Pennsylvania

GRAIN SIZE¹

DESCRIPTION		SIEVE SIZE	GRAIN SIZE
Boulders		>12 in.	>12 in. (304.8 mm.)
Cobbles		3 - 12 in.	3 - 12 in. (76.2 - 304.8 mm.)
Gravel	coarse	3/4 - 3 in.	3/4 - 3 in. (19 - 76.2 mm.)
	fine	#4 - 3/4 in.	0.19 - 0.75 in. (4.8 - 19 mm.)
Sand	coarse	#10 - #4	0.079 - 0.19 in. (2 - 4.9 mm.)
	medium	#40 - #10	0.017 - 0.079 in. (0.43 - 2 mm.)
	fine	#200 - #40	0.0029 - 0.017 in. (0.07 - 0.43 mm.)
Fines		Passing #200	<0.0029 in. (<0.07 mm.)

SECONDARY CONSTITUENT¹

Term of Use	AMOUNT	
	Secondary Constituent is Fine Grained	Secondary Constituent is Coarse Grained
Trace	<5%	<15%
With	≥5 to <15%	≥15 to <30%
Modifier	≥15%	≥30%

PLASTICITY¹

DESCRIPTION	CRITERIA
Non-Plastic	A 1/8 in. (3 mm) thread cannot be rolled at any water content.
Low	The thread can barely be rolled and the lump cannot be formed when drier than the plastic limit.
Medium	The thread is easy to roll and not much time is required to reach the plastic limit. The thread cannot be rerolled after reaching the plastic limit. The lump crumbles when drier than the plastic limit.
High	It takes considerable time rolling and kneading to reach the plastic limit. The thread can be rerolled several times after reaching the plastic limit. The lump can be formed without crumbling when drier than the plastic limit.

MOISTURE CONTENT¹

DESCRIPTION	FIELD TEST
Dry	Absence of moisture, dusty, dry to the touch
Moist	Damp but no visible water
Wet	Visible free water, usually soil is below water table

CONSISTENCY - FINE-GRAINED SOIL^{2,3}

CONSISTENCY	SPT - N (# blows / ft)	Pocket Pen (tsf)	UNCONFINED COMPRESSIVE STRENGTH (Q _u)(psf)	VISUAL / MANUAL CRITERIA
Very Soft	<2	PP < 0.25	<500	Easily penetrated several inches by fist
Soft	2 - 4	0.25 ≤ PP < 0.5	500 - 1,000	Easily penetrated several inches by thumb
Medium Stiff	4 - 8	0.5 ≤ PP < 1	1,000 - 2,000	Can be penetrated several inches by thumb with moderate effort
Stiff	8 - 15	1 ≤ PP < 2	2,000 - 4,000	Readily indented by thumb but penetrated only with great effort
Very Stiff	15 - 30	2 ≤ PP < 4	4,000 - 8,000	Readily indented by thumbnail
Hard	>30	4 ≤ PP	>8,000	Indented by thumbnail with difficulty

APPARENT DENSITY - COARSE-GRAINED SOIL²

APPARENT DENSITY	SPT-N (# blows / ft)
Very Loose	<4
Loose	4 - 10
Medium Dense	10 - 30
Dense	30 - 50
Very Dense	>50

STRUCTURE¹

DESCRIPTION	CRITERIA
Stratified	Alternating layers of varying material or color with layers at least 1/4-in. (6mm) thick, note thickness.
Laminated	Alternating layers of varying material or color with the layers less than 1/4-in. (6 mm) thick, note thickness.
Fissured	Breaks along definite planes of fracture with little resistance to fracturing.
Slickensided	Fracture planes appear polished or glossy, sometimes striated.
Blocky	Cohesive soil that can be broken down into small angular lumps which resist further breakdown.
Lensed	Inclusion of small pockets of different soils, such as small lenses of sand scattered through a mass of clay; note thickness.
Homogeneous	Same color and appearance throughout

ANGULARITY¹

DESCRIPTION	CRITERIA
Angular	Particles have sharp edges and relatively plane sides with unpolished surfaces.
Subangular	Particles are similar to angular description but have rounded edges.
Subrounded	Particles have nearly plane sides but have well-rounded corners and edges.
Rounded	Particles have smoothly curved sides and no edges.

REACTION WITH HYDROCHLORIC ACID¹

DESCRIPTION	FIELD TEST
None	No visible reaction
Weak	Some reaction, with bubbles forming slowly
Strong	Violent reaction, with bubbles forming immediately

CEMENTATION¹

DESCRIPTION	FIELD TEST
Weakly	Crumbles or breaks with handling or little finger pressure
Moderately	Crumbles or breaks with considerable finger pressure
Strongly	Will not crumble or break with finger pressure

REFERENCES

- American Society for Materials and Testing (ASTM), 2017, ASTM D2488: Standard Practice for Description and Identification of Soils (Visual Manual Procedures).
- Terzaghi, K and Peck, R., 1948, Soil Mechanics in Engineering Practice, John Wiley & Sons, New York.
- United States Department of the Interior Bureau of Reclamation (USBR), 1998, Earth Manual, Part I.



PROJECT NO.:
25001905.001A

DRAWN BY: MN

CHECKED BY: MO

DATE: 10/3/2024

SOIL DESCRIPTION KEY
(For additional tables, see ASTM D2488)

McCaskey High School Stadium Renovations
445 N Reservoir St
Lancaster Pennsylvania

FIGURE

10

Soil Classification Report

Per ASTM Designations D 421 and D 422 (USDA Soil Textural Triangle)

August 30, 2024

Client: ELA Sport

Project: McCaskey High School Stadium Renovations

Project Number: 25001905.001A

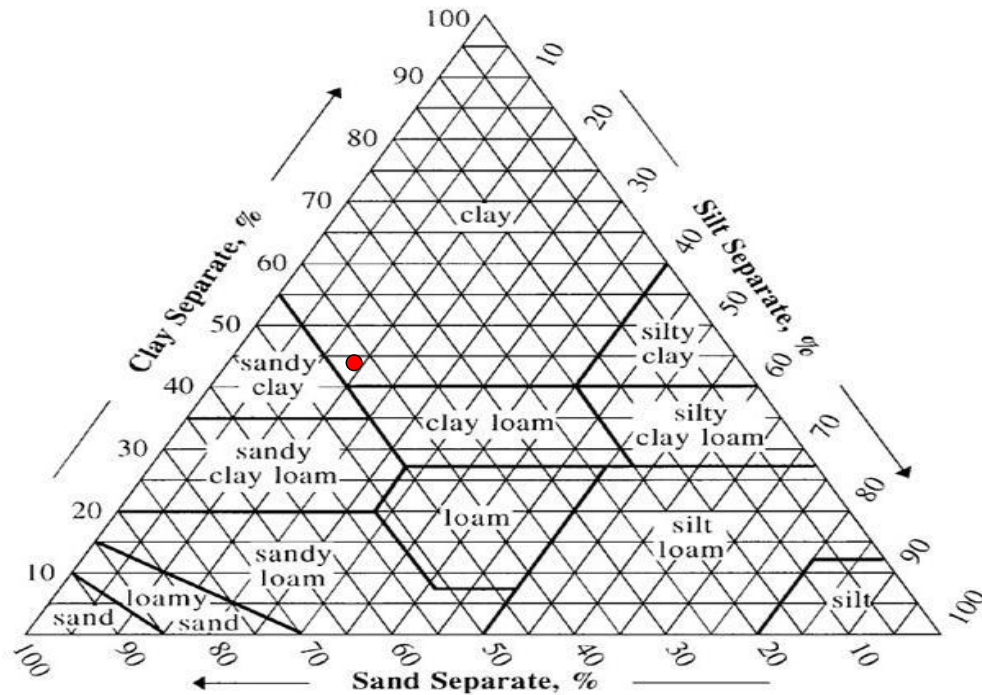
Boring/
Test Pit TP-3

Sample: S-1

Depth: 5'

As-Received Moisture: 13.4%

Soil Texture Triangle



Sand %	Silt %	Clay %	Soil Textural Class
42.3%	14.0%	43.7%	CLAY

The results stated on this report relate only to the material specifically identified. This test report shall not be reproduced except in full, without written approval from Kleinfelder.

Reviewed by: S. Baker

Soil Classification Report

Per ASTM Designations D 421 and D 422 (USDA Soil Textural Triangle)

August 30, 2024

Client: ELA Sport

Project: McCaskey High School Stadium Renovations

Project Number: 25001905.001A

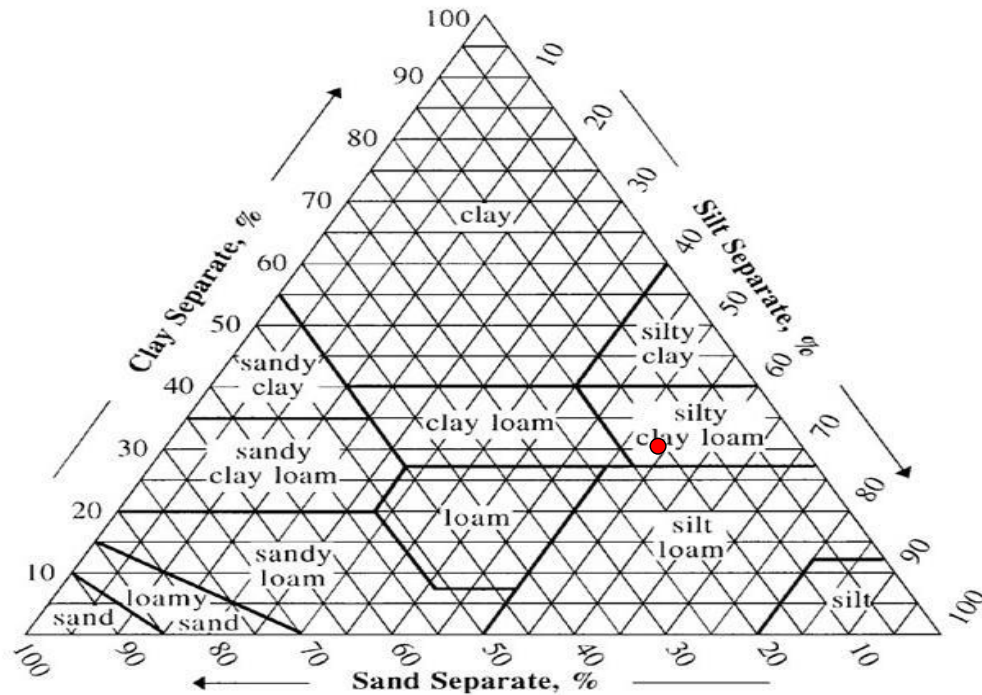
Boring/
Test Pit TP-4

Sample: S-1

Depth: 5'

As-Received Moisture: 17.3%

Soil Texture Triangle



Sand %	Silt %	Clay %	Soil Textural Class
15.7%	54.1%	30.2%	SILTY CLAY LOAM

The results stated on this report relate only to the material specifically identified. This test report shall not be reproduced except in full, without written approval from Kleinfelder.

Reviewed by: S. Baker

TEST PIT LOG TP-1

Infiltration testing at 3' and 5'



CHECKED BY: MO

DATE: 8/26/2024

TEST PIT LOG TP-1

McCaskey High School Stadium Renovations
445 N Reservoir St
Lancaster Pennsylvania

Date Begin - End: 8/22/2024		Excavation Company: KeelMar		TEST PIT LOG TP-2												
Logged By: M. Nguyen		Excavation Crew: Tom														
Hor.-Vert. Datum: Not Available		Excavation Equip.: E32 Bob-Cat Mini Excavator														
Plunge: N/A degrees		Excav. Dimensions: ft														
Weather: 80° clear																
Approximate Elevation (feet)	Depth (feet)	Graphical Log	FIELD EXPLORATION				LABORATORY RESULTS									
			Approximate Ground Surface Elevation (ft.): 304.50 Surface Condition: Grass		Sample Type	USCS Symbol	Water Content (%)	Dry Unit Wt. (pcf)	Passing #4 (%)	Passing #200 (%)	Liquid Limit	Plasticity Index (NP=NonPlastic)	Additional Tests/Remarks			
			Lithologic Description													
304	1		Topsoil: 24" dark brown organic soil													
303	2		Stratum I Sandy CLAY with Gravel (CL): orangish brown, moist													
302	3															
301	4															
300	5															
299	6															
298	7															
297	8		The test pit was terminated at approximately 7 ft. below ground surface. The test pit was backfilled with excavated material on August 22, 2024.													
296	9		GROUNDWATER LEVEL INFORMATION: Groundwater was not observed during excavation or after completion. GENERAL NOTES: The exploration location and elevation are approximate and were estimated by Kleinfelder.													
295																

Bright People. Right Solutions.

PROJECT NO.:
25001905.001A

DRAWN BY: MN

CHECKED BY: MO

DATE: 8/26/2024

TEST PIT LOG TP-2

McCaskey High School Stadium Renovations
445 N Reservoir St
Lancaster Pennsylvania

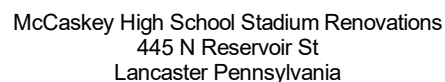
Page: 1 of 1

TEST PIT LOG TP-3

Infiltration testing at 3' and 5'

GROUNDWATER LEVEL INFORMATION:
Groundwater was not observed during excavation or after completion.

GENERAL NOTES:
The exploration location and elevation are approximate and were estimated by Kleinfelder.



PROJECT NUMBER: 25001905.001A
KLF BORING/TEST PIT SOIL LOG

OFFICE FILTER: MECHANICSBURG

GINF FILE: KLF_ginf_master_2025
GINF TEMPLATE: E:KLF_STANDARD_GINF_LIBRARY_2025.GLB

Date Begin - End: 8/22/2024

Logged By: M. Nguyen

Hor.-Vert. Datum: Not Available

Plunge: N/A degrees

Weather: 80° clear

Excavation Company: KeelMar

Excavation Crew: Tom

Excavation Equip.: E32 Bob-Cat Mini Excavator

Excav. Dimensions: ft

TEST PIT LOG TP-4

Approximate Elevation (feet)

Depth (feet)

Graphical Log

303

1

302

2

301

3

300

4

299

5

298

6

297

7

296

8

295

9

FIELD EXPLORATION

Approximate Ground Surface Elevation (ft.): 304.00
Surface Condition: Grass

Lithologic Description

Topsoil: 12" dark brown organic soil

Stratum I
Sandy CLAY with Gravel (CL): brown, moist, (fractured rock) at 3'; Clay per USDA

Sample Type

USCS Symbol

Water Content (%)

Dry Unit Wt. (pcf)

Passing #4 (%)

Passing #200 (%)

Liquid Limit

Plasticity Index (NP=NonPlastic)

Additional Tests/Remarks

Infiltration testing at 3' and 5'

The test pit was terminated at approximately 7 ft. below ground surface.
The test pit was backfilled with excavated material on August 22, 2024.

GROUNDWATER LEVEL INFORMATION:
Groundwater was not observed during excavation or after completion.
GENERAL NOTES:
The exploration location and elevation are approximate and were estimated by Kleinfelder.

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PROJECT NO.: 25001905.001A

DRAWN BY: MN

CHECKED BY: MO

DATE: 8/26/2024

TEST PIT LOG TP-4

McCaskey High School Stadium Renovations
445 N Reservoir St
Lancaster Pennsylvania

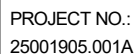
Page: 1 of 1

TEST PIT LOG TP-5

The test pit was terminated because of backhoe refusal (↑) at approximately 2 ft. below ground surface on bedrock. The test pit was backfilled with excavated material on August 22, 2024.

GROUNDWATER LEVEL INFORMATION:
Groundwater was not observed during excavation or after completion.

GENERAL NOTES:
Infiltration Testing Not Completed
The exploration location and elevation are approximate and were estimated by Kleinfelder.



CHECKED BY: MO

DATE: 8/26/2024

TEST PIT LOG TP-5

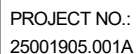
McCaskey High School Stadium Renovations
445 N Reservoir St
Lancaster Pennsylvania

TEST PIT LOG TP-6

The test pit was terminated because of backhoe refusal (†) at approximately 2 ft. below ground surface on bedrock. The test pit was backfilled with excavated material on August 22, 2024.

GROUNDWATER LEVEL INFORMATION:
Groundwater was not observed during excavation or after completion.

GENERAL NOTES:
Infiltration Testing Not Completed
The exploration location and elevation are approximate and were estimated by Kleinfelder.



CHECKED BY: MO

DATE: 8/26/2024

TEST PIT LOG TP-6

McCaskey High School Stadium Renovations
445 N Reservoir St
Lancaster Pennsylvania

Date Begin - End:		8/22/2024		Excavation Company:		KeelMar		TEST PIT LOG TP-7	
Logged By:		M. Nguyen		Excavation Crew:		Tom			
Hor.-Vert. Datum:		Not Available		Excavation Equip.:		E32 Bob-Cat Mini Excavator			
Plunge:		N/A degrees		Excav. Dimensions:		ft			
Weather:		80° clear							


Approximate Elevation (feet)	Depth (feet)	Graphical Log	FIELD EXPLORATION		LABORATORY RESULTS											
					Sample Type	USCS Symbol	Water Content (%)	Dry Unit Wt. (pcf)	Passing #4 (%)	Passing #200 (%)	Liquid Limit	Plasticity Index (NP=NonPlastic)	Additional Tests/Remarks			
			Lithologic Description													
			Topsoil: 10" dark brown organic soil													
304	1		Stratum I Sandy CLAY with Gravel (CL): brown, moist													
303	2		Stratum II Silty GRAVEL with Sand (GP): brownish gray, (fractured rock)													
302	3		The test pit was terminated because of backhoe refusal (↑) at approximately 3 ft. below ground surface on bedrock. The test pit was backfilled with excavated material on August 22, 2024.		<p><u>GROUNDWATER LEVEL INFORMATION:</u> Groundwater was not observed during excavation or after completion.</p> <p><u>GENERAL NOTES:</u> Infiltration Testing Not Completed The exploration location and elevation are approximate and were estimated by Kleinfelder.</p>											
301	4															

	PROJECT NO.: 25001905.001A	TEST PIT LOG TP-7 McCaskey High School Stadium Renovations 445 N Reservoir St Lancaster Pennsylvania
	DRAWN BY: MN CHECKED BY: MO DATE: 8/26/2024	

Page: 1 of 1

Date Begin - End: 8/22/2024		Excavation Company: KeelMar		TEST PIT LOG TP-8	
Logged By: M. Nguyen		Excavation Crew: Tom			
Hor.-Vert. Datum: Not Available		Excavation Equip.: E32 Bob-Cat Mini Excavator			
Plunge: N/A degrees		Excav. Dimensions: ft			
Weather: 80° clear					

Approximate Elevation (feet)	Depth (feet)	Graphical Log	FIELD EXPLORATION		LABORATORY RESULTS										
			Approximate Ground Surface Elevation (ft.): 305.00 Surface Condition: Grass		Sample Type	USCS Symbol	Water Content (%)	Dry Unit Wt. (pcf)	Passing #4 (%)	Passing #200 (%)	Liquid Limit	Plasticity Index (NP=NonPlastic)	Additional Tests/Remarks		
			Lithologic Description												
			Topsoil: 10" dark brown organic soil												
304	1		Stratum II Silty GRAVEL with Sand (GP): brownish gray, (fractured rock)												
303	2														
302	3		The test pit was terminated because of backhoe refusal (↑) at approximately 2.5 ft. below ground surface on bedrock. The test pit was backfilled with excavated material on August 22, 2024.		GROUNDWATER LEVEL INFORMATION: Groundwater was not observed during excavation or after completion. GENERAL NOTES: Infiltration Testing Not Completed The exploration location and elevation are approximate and were estimated by Kleinfelder.										
301	4														

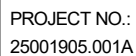
	PROJECT NO.: 25001905.001A	TEST PIT LOG TP-8	
	DRAWN BY: MN	McCaskey High School Stadium Renovations 445 N Reservoir St Lancaster Pennsylvania	
	CHECKED BY: MO DATE: 8/26/2024		

Page: 1 of 1

TEST PIT LOG TP-9

GROUNDWATER LEVEL INFORMATION:
Groundwater was not observed during excavation or after completion.

GENERAL NOTES:
Infiltration Testing Not Completed
The exploration location and elevation are approximate and were estimated by Kleinfelder.



TEST PIT LOG TP-9

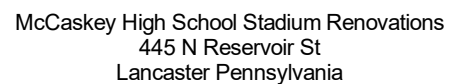
McCaskey High School Stadium Renovations
445 N Reservoir St
Lancaster Pennsylvania

TEST PIT LOG TP-10

Infiltration testing at 3' and 5'

GROUNDWATER LEVEL INFORMATION:
Groundwater was not observed during excavation or after completion.

GENERAL NOTES:
The exploration location and elevation are approximate and were estimated by Kleinfelder.

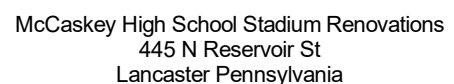


TEST PIT LOG TP-11

Infiltration testing at 3' and 5'

GROUNDWATER LEVEL INFORMATION:
Groundwater was not observed during excavation or after completion.

GENERAL NOTES:
The exploration location and elevation are approximate and were estimated by Kleinfelder.



PROJECT NUMBER: 25001905.001A
KLF_BORING/TEST PIT SOIL LOG

OFFICE FILTER: MECHANICSBURG

PLOTTED: 10/02/2024 05:28 PM BY: MINguyen

Date Begin - End:8/23/2024

Logged By:M. Nguyen

Hor.-Vert. Datum:Not Available

Plunge:N/A degrees

Weather:80° clear

Excavation Company:KeelMar


Excavation Crew:Tom

Excavation Equip.:E32 Bob-Cat Mini Excavator

Excav. Dimensions:ft

TEST PIT LOG TP-12

Approximate Elevation (feet)	Depth (feet)	Graphical Log	FIELD EXPLORATION		LABORATORY RESULTS								
			Lithologic Description	Sample Type	USCS Symbol	Water Content (%)	Dry Unit Wt. (pcf)	Passing #4 (%)	Passing #200 (%)	Liquid Limit	Plasticity Index (NP=NonPlastic)	Additional Tests/Remarks	
			Approximate Ground Surface Elevation (ft.): 305.00 Surface Condition: Grass										
			Topsoil: 12" dark brown organic soil										
304	1		Stratum I Sandy CLAY with Gravel (CL): orangish brown, moist										
303	2												
302	3												
301	4		Stratum II Silty GRAVEL with Sand (GP): brownish gray, (fractured rock)										
300	5												
			The test pit was terminated because of backhoe refusal (↑) at approximately 5 ft. below ground surface on bedrock. The test pit was backfilled with excavated material on August 23, 2024.										
			GROUNDWATER LEVEL INFORMATION: Groundwater was not observed during excavation or after completion. GENERAL NOTES: The exploration location and elevation are approximate and were estimated by Kleinfelder.										
299	6												
298	7												
297	8												
296	9												



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PROJECT NO.:
25001905.001A

DRAWN BY: MN

CHECKED BY: MO

DATE: 8/26/2024

TEST PIT LOG TP-12

McCaskey High School Stadium Renovations
445 N Reservoir St
Lancaster Pennsylvania

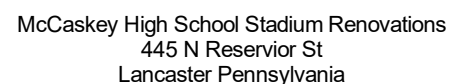
Page: 1 of 1

TEST PIT LOG TP-13

Infiltration testing conducted at 3 feet

GROUNDWATER LEVEL INFORMATION:
Groundwater was not observed during excavation or after completion.

GENERAL NOTES:
The exploration location and elevation are approximate and were estimated by Kleinfelder.



TEST PIT LOG TP-14

Infiltration testing conducted at 3 and 5 feet.

PROJECT NO.:
25001905.001A

CHECKED BY: MO




DATE: 12/2/2024

TEST PIT LOG TP-14

McCaskey High School Stadium Renovations
445 N Reservoir St
Lancaster Pennsylvania

TEST PIT LOG TP-15

Page: 1 of 1

Date Begin - End: 11/25/2024		Excavation Company: Gleim Excavating		TEST PIT LOG TP-16												
Logged By: J. Thompson		Excavation Crew: K. Morrill														
Hor.-Vert. Datum: Not Available		Excavation Equip.: John Deere 310SK														
Plunge: N/A degrees		Excav. Dimensions: ft														
Weather: 60's, Sunny																
Approximate Elevation (feet)	Depth (feet)	Graphical Log	FIELD EXPLORATION				LABORATORY RESULTS									
			Approximate Ground Surface Elevation (ft.): 300.50 Surface Condition: Grass		Sample Type	USCS Symbol	Water Content (%)	Dry Unit Wt. (pcf)	Passing #4 (%)	Passing #200 (%)	Liquid Limit	Plasticity Index (NP=NonPlastic)	Additional Tests/Remarks			
			Lithologic Description													
300			Topsoil: 8" dark brown organic soil													
			Fill CLAY with Sand and Cobbles (CL): orange-brown, moist		299.8											
					298.5											
			<p>The test pit was terminated because of backhoe refusal (↑) at approximately 2 ft. below ground surface on bedrock. The test pit was backfilled with excavated material on November 25, 2024.</p> <p><u>GROUNDWATER LEVEL INFORMATION:</u> Groundwater was not observed during excavation or after completion.</p> <p><u>GENERAL NOTES:</u> The exploration location and elevation are approximate and were estimated by Kleinfelder.</p>													
5																
295																
			PROJECT NO.: 25001905.001A		TEST PIT LOG TP-16											
			DRAWN BY: JT		McCaskey High School Stadium Renovations 445 N Reservoir St Lancaster Pennsylvania											
			CHECKED BY: MO													
			DATE: 12/2/2024													

**24-SDL-03 MCCASKEY HIGH SCHOOL STADIUM PROJECTS
SCHOOL DISTRICT OF LANCASTER PROJECT # CP802**

DOCUMENT 00 31 43 - PERMIT APPLICATION

1.1 PERMIT APPLICATION INFORMATION

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

END OF DOCUMENT 00 31 43

SECTION COCSC - CONDITIONS OF THE CONTRACT - SPECIAL CONDITIONS

PART 1 - GENERAL

1.1 CONTRACT DOCUMENTS

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

1.2 SIGNS

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

1.3 NON-DISCRIMINATION PROVISION

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

1.4 HUMAN RELATIONS ACT

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

1.5 EMPLOYMENT VERIFICATION ACT

- A. The Pennsylvania Public Works Employment Verification Act (43 P.S. §§ 167.1-167.11) requires Contractors and Subcontractors performing work on "public works projects" to comply with federal employment eligibility requirements, including verification through the U.S. Department of Homeland Security's E-Verify program which compares I-9 employment verification data to data from the Department of Homeland Security and Social Security Administration records, in order to confirm that employees are authorized to work in the United States.
- B. All Contractors shall submit a "Public Works Employment Verification Form" to the Owner through the Architect at the same time when performance and payments bonds are submitted. Submission of this form is a precondition of the Contract being awarded and executed. These requirements apply to all employees hired by the Contractor or Subcontractor regardless of whether the employee will be working onsite or offsite.
- C. Subcontracts between the Contractor and its Subcontractors or between any Subcontractor and its Subcontractors are required to contain notification of applicability of the Act, the requirement to provide a "Public Works Employment Verification Form" as stated under number 4 below, and reference to the Department of General Services website as stated under number 6 below.

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

1.6 COMPLIANCE WITH STEEL PRODUCTS PROCUREMENT ACT:

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

1.7 NO CASH ALLOWANCES:

- A. Cash allowances are prohibited.

1.8 NATIONAL ELECTRIC CODE COMPLIANCE

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

1.9 PENNSYLVANIA PREVAILING WAGE ACT

- A. This regulation and the general Pennsylvania prevailing minimum wage rates, (Act 442 of 1961, P.L. 987, amended), as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefore in the locality in which public work is performed, are made part of this specification.
- B. The Contractor shall be required in accordance with the laws and under the terms of the Contract to pay the prevailing minimum wage rate for the various classes of labor in accordance with the wage determination issued by the Department of Labor and Industry. The general prevailing minimum wage rate for the described classes of workers shall be in accordance with the law.
- C. The wage determination decision shall be used during the anticipated term of the Contract unless otherwise modified and shall be made a part of every contract for the performance of the described work as provided in the Pennsylvania Prevailing Wage Act and Regulations of the Secretary of Labor and Industry and the wage rates contained in this decision shall be the minimum wage rates to be paid under any such contract by Contractors and Subcontractors on the public work project. Section 8 of the Act allows an appeal to the Secretary of Labor and Industry to review this Pre-determination on verified petition.

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- D. Any class of laborers and mechanics not listed in the Secretary's decision which will be employed on the Contract shall be classified or reclassified by the Contractor or Subcontractor conformably to the Secretary's decision and report of the administrative action taken in such cases by the authorized officer of the contracting agency shall be transmitted to the Secretary of Labor and Industry. In the event the interested parties cannot agree on the proper classification or reclassification for a particular class of workers to be used, the question accompanied by the recommendation of the contracting office shall be referred to the Secretary of Labor and Industry for final determination. Where classifications of workers which were not included in the original decision are desired, a supplementary wage determination shall be requested by the Intermediate Unit.
- E. The School District is advised that where classification, reclassification or additional classification of workers are made in accordance with the Prevailing Wage Act and the Regulations, the Contractor shall have no claim against the contracting agency for additional compensation for such classification, reclassification or additional classification.
- F. The Contract shall provide that the Contractor and each Subcontractor shall post for the entire period of construction, the wage determination decision of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workers their wages.
- G. The Contract shall also provide that each Contractor and each Subcontractor shall file a statement each week and a final statement at the conclusion of the work on the Contract with the contracting agency, under oath, and in form satisfactory to the Secretary, certifying that all workers have been paid wages in strict conformity with the provisions of the Contract as prescribed by Section 3 of the Regulations, or if any wages remain unpaid to set forth the amount of wages due and owing to each worker respectively.
- H. The Provisions of the Act and these Regulations shall be incorporated by reference in the Contract.
- I. See the following 11 pages Section "Prevailing Wages Project Rates," dated February 16, 2021, furnished by the Commonwealth of Pennsylvania Department of Labor and Industry specifically for this project.

1.10 RIGHT TO KNOW LAW.

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

1.11 CHILD PROTECTIVE SERVICES BACKGROUND CHECKS.

- A. Prior to commencing the work under the Contract, Contractor shall submit for any employee or independent contractor who would be working on the job site, pursuant to any work contemplated in the Contract, an official clearance statement (valid within one year of submission prior to contractors arriving on site) obtained from the Pennsylvania Department of Public Welfare, pursuant to Act 151 of December 16, 1959 (P.L. 1292), Subchapter C.2. of the Child Protective Services Act. Contractor shall not allow any prospective employee or independent contractor on the job site prior to providing Owner with the above-referenced clearance statement for prospective employees or independent contractors.
- B. Section 1-111. Pennsylvania Public School Code (Act 34). Pursuant to §1-111 of the Pennsylvania Public School Code of 1949, prior to commencing work under the Contract, Contractor shall submit for any employee of the contractor or a subcontractor who would be working on the job site, pursuant to work contemplated in the Contract, a report (valid within one year of submission prior to contractors arriving on site) of criminal history record information from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the

State Police central repository contains no such information relating to that person. Contractor shall produce the original document for each prospective employee or independent contractor of such Contractor prior to employment. Contractor shall also submit for each of its employees and employees of its subcontractors a report of federal criminal history record information pursuant to the Federal Bureau of Investigation appropriation of Title II of Public Law 92-544. Contractor shall not allow any prospective employee or sub-contractor on the job site prior to providing Owner with the above-referenced criminal history record information for said prospective employee or employee of a sub-contractor. Nothing herein contained shall limit Owner's right to object to any person or entity proposed by the Contractor pursuant to Paragraph 3.4.2 and 5.2 of the General Conditions of Contract.

- C. Additional Requirements (valid within one year of submission prior to contractors arriving on site).
 - 1. Act 34 clearances are required of all workers who will be on the Job Site.
 - 2. Act 151, PA Child Abuse History Clearance, is required of all workers who will be on the Job Site.
 - 3. FBI Fingerprints are required of all workers who will be on the job site.
 - 4. Contractor and its subcontractors shall comply with employment history review requirements of School Code Section 111.1 for all employees working on the job site.

1.12 DRUG CONVICTIONS.

- A. Employees or independent contractors who are convicted of delivery of a controlled substance or convicted of possession of a controlled substance with intent to deliver as prohibited by the Act of April 14, 1972 (P.L. 233, No. 64), known as the Controlled Substance, Drug, Device and Cosmetic Act, shall not be permitted on district property.

1.13 ANTI-POLLUTION LEGISLATION.

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

1.14 INDUSTRY STANDARDS.

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

1.15 FEDERAL LAW.

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

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reference or include said matters in the Contract Documents does not excuse Contractor from compliance with same.

1.16 ACCESS TO ACCOUNTING RECORDS

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

1.17 ASSIGNMENT OF REFUND RIGHTS

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

1.18 CONTRACTS WITH SUBCONTRACTORS

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

PART 4 - MISCELLANEOUS (Not Applicable)

END OF CONDITIONS OF THE CONTRACT - SPECIAL CONDITIONS

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DOCUMENT 00 41 16 - BID FORM - STIPULATED SUM

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Prime Contract: _____.
- C. Project Name: McCaskey High School Stadium Projects
- D. Project Location: 445 N. Reservoir Street, Lancaster PA 17602
- E. Owner: School District of Lancaster, 251 S. Prince St., 3rd Floor, Lancaster, PA 17603
1. District Representatives: Drew Schenk, Director of Operations; Matthew Shields, Director of Facilities & Building Operations
- F. Project Number: 24-SDL-03

1.2 CERTIFICATIONS AND BASE BID

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

1.3 BID GUARANTEE

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

1.4 TIME OF COMPLETION

- A. The undersigned Bidder agrees hereby to commence the Work of the Contract Documents on 1 April, 2024 as specified in a written Notice to Proceed to be issued by Architect, to achieve Substantial Completion of Sitework by 15 July, 2025, Substantial Completion of Public Restrooms & Concessions by 18 August, 2025, Substantial Completion of Team Building by 29 September, 2025, and to fully complete the Work not later than 20 October, 2025.

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1.5 ACKNOWLEDGEMENT OF ADDENDA

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

1. Addendum No. 1, dated _____.
2. Addendum No. 2, dated _____.
3. Addendum No. 3, dated _____.
4. Addendum No. 4, dated _____.
5. Addendum No. 5, dated _____.
6. Addendum No. 6, dated _____.

1.6 BID SUPPLEMENTS

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

1. Bid Form Supplement - Bid Bond Form (or other bid security).
2. Bid Form Supplement - Non-Collusion Affidavit.
3. Bid Form Supplement - Agreement of Surety.
4. Bid Form Supplement – Alternates
5. Bid Form Supplement – Unit Prices
6. Bid Form Supplement – Allowances
7. Contractor's Qualification Statement (AIA Document A305).
8. Bid Submittal Checklist

1.7 CONTRACTOR'S LICENSE

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

1. Building Permit fee shall be paid by Owner

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1.8 SUBMISSION OF BID

A. Respectfully submitted this ____ day of _____, 20____.

Submitted By: _____

(Name of bidding firm or corporation)

Authorized Signature: _____

(Handwritten signature)

Signed By: _____

(Type or print name)

Title: _____

(Owner/Partner/President/Vice President)

Witnessed By: _____

(Handwritten signature)

Attest: _____

(Handwritten signature)

By: _____

(Type or print name)

Title: _____

(Corporate Secretary or Assistant
Secretary)

Street Address: _____

City, State, Zip: _____

Phone: _____

License No.: _____

Federal ID No.: _____

(Affix Corporate Seal Here)

END OF DOCUMENT 00 41 16

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SECTION 00 43 13 – BID SECURITY FORM

1.1 BID BOND FORM

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

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SECTION 00 43 13 – BID SECURITY FORM

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

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

WHEREAS, said Principal is herewith submitting to the Obligee a Bid to perform Construction Work for the Obligee for The McCaskey High School Stadium Projects located at 445 N. Reservoir Street, Lancaster PA 17602 for the School District of Lancaster, pursuant to Drawings, Specifications, and other Contract Documents incorporated into said Bid by reference; and it is a condition of the Obligee's receipt and consideration of said Bid that such shall be accompanied by Bid Security to be held by the Obligee on terms embodied herein.

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

[Signatures on the following page]

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

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

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

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

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

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CERTIFICATE AS TO CORPORATE OR LIMITED LIABILITY PRINCIPAL

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

Signature: _____

Name: _____

Title: _____ Secretary _____

Date: _____

(SEAL)

END OF SECTION 00 43 13



AIA® Document A305® – 2020

Contractor's Qualification Statement

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

SUBMITTED BY:

(Organization name and address.)

SUBMITTED TO:

(Organization name and address.)

TYPE OF WORK TYPICALLY PERFORMED

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

THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:

(Check all that apply.)

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

CONTRACTOR CERTIFICATION

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

Organization's Authorized Representative
Signature

Date

Printed Name and Title

NOTARY

State of:

County of:

Signed and sworn to before me this day of

Notary Signature

My commission expires:

ADDITIONS AND DELETIONS:

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

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



AIA® Document A305® – 2020 Exhibit A

General Information

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

§ A.1 ORGANIZATION

§ A.1.1 Name and Location

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

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

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

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

§ A.1.2 Legal Status

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

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

ADDITIONS AND DELETIONS:

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.

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

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

§ A.1.3 Other Information

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

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

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

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

§ A.2 EXPERIENCE

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

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

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

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

§ A.3 CAPABILITIES

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

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

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

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

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

§ A.4 REFERENCES

§ A.4.1 Identify three client references:

(Insert name, organization, and contact information)

§ A.4.2 Identify three architect references:

(Insert name, organization, and contact information)

§ A.4.3 Identify one bank reference:

(Insert name, organization, and contact information)

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

(Insert name, organization, and contact information)



AIA® Document A305® – 2020 Exhibit B

Financial and Performance Information

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

§ B.1 FINANCIAL

§ B.1.1 Federal tax identification number:

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

§ B.1.4 Identify your organization's preferred credit rating agency and identification information.

(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or other method of searching your organization's credit rating with such agency.)

§ B.2 DISPUTES AND DISCIPLINARY ACTIONS

§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than \$75,000?

(If the answer is yes, provide an explanation.)

§ B.2.2 In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:

(If the answer to any of the questions below is yes, provide an explanation.)

.1 _____ failed to complete work awarded to it?

.2 _____ been terminated for any reason except for an owners' convenience?

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.

.3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than \$75,000?

.4 filed any lawsuits or requested arbitration regarding a construction project?

§ B.2.3 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:

(If the answer to any of the questions below is yes, provide an explanation.)

.1 been convicted of, or indicted for, a business-related crime?

.2 had any business or professional license subjected to disciplinary action?

.3 been penalized or fined by a state or federal environmental agency?



AIA® Document A305® – 2020 Exhibit C

Project Specific Information

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

PROJECT:

(Name and location or address.)

McCaskey High School Stadium Projects
445 N. Reservoir Street
Lancaster, PA 17602

CONTRACTOR'S PROJECT OFFICE:

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

TYPE OF WORK SOUGHT

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

CONFLICT OF INTEREST

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

§ C.1 PERFORMANCE OF THE WORK

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

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

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

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

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.

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

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

§ C.2 EXPERIENCE RELATED TO THE PROJECT

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

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

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

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

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

§ C.3 SAFETY PROGRAM AND RECORD

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

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

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

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

§ C.4 INSURANCE

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

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

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

§ C.5 SURETY

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

§ C.5.2 Surety company name:

§ C.5.3 Surety agent name and contact information:

§ C.5.4 Total bonding capacity:

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



AIA® Document A305® – 2020 Exhibit D

Contractor's Past Project Experience

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

**24-SDL-03 MCCASKEY HIGH SCHOOL STADIUM PROJECTS
SCHOOL DISTRICT OF LANCASTER PROJECT # CP802**

DOCUMENT 00 43 21 - ALLOWANCE FORM

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Prime Contract: _____.
- C. Project Name: McCaskey High School Stadium Projects
- D. Project Location: 445 N. Reservoir Street, Lancaster PA 17602
- E. Owner: School District of Lancaster, 251 S. Prince St., 3rd Floor, Lancaster, PA 17603
 - 1. District Representatives: Drew Schenk, Director of Operations; Matthew Shields, Director of Facilities & Building Operations
- F. Project Number: 24-SDL-03

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 01 21 00 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this ____ day of _____, 20 ____.
- B. Submitted By: _____ (Insert name of bidding firm or corporation).
- C. Authorized Signature: _____ (Handwritten signature).
- D. Signed By: _____ (Type or print name).
- E. Title: _____ (Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 21

**24-SDL-03 MCCASKEY HIGH SCHOOL STADIUM PROJECTS
SCHOOL DISTRICT OF LANCASTER PROJECT # CP802**

DOCUMENT 00 43 22 - UNIT PRICES FORM

1.3 BID INFORMATION

- A. Bidder: _____.
- B. Prime Contract: _____.
- C. Project Name: McCaskey High School Stadium Projects
- D. Project Location: 445 N. Reservoir Street, Lancaster PA 17602
- E. Owner: School District of Lancaster, 251 S. Prince St., 3rd Floor, Lancaster, PA 17603
1. District Representatives: Drew Schenk, Director of Operations; Matthew Shields, Director of Facilities & Building Operations
- F. Project Number: 24-SDL-03

1.4 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work.
- C. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

1.5 UNIT PRICES

- A. Unit Price No. 3A – Concrete Spall Repair
1. _____ Dollars (\$ _____) per SF
- B. Unit Price No. 3B – Concrete Crack Repair
1. _____ Dollars (\$ _____) per SF
- C. Unit Price No. 4A – Brick Masonry Repointing
1. _____ Dollars (\$ _____) per SF
- D. Unit Price No. 4B – Underpinning
1. _____ Dollars (\$ _____) per LF
- E. Unit Price No. 22A – Domestic Water Pipe as Noted.

¾"	\$	LF	\$	per fitting	\$	per valve
1"	\$	LF	\$	per fitting	\$	per valve
2"	\$	LF	\$	per fitting	\$	per valve
3"	\$	LF	\$	per fitting	\$	per valve

**24-SDL-03 MCCASKEY HIGH SCHOOL STADIUM PROJECTS
SCHOOL DISTRICT OF LANCASTER PROJECT # CP802**

F. Unit Price No. 22B – Aboveground Soil, Waste, Vent Piping as Noted.

1 ½"	\$	LF	\$	per fitting
2"	\$	LF	\$	per fitting

G. Unit Price No. 22C – Underground Soil, Waste, Vent Piping as Noted.

2"	\$	LF	\$	per fitting
4"	\$	LF	\$	per fitting
6"	\$	LF	\$	per fitting

H. Unit Price No. 22D – Underground Storm Drainage Piping as Noted.

3"	\$	LF	\$	per fitting
4"	\$	LF	\$	per fitting
6"	\$	LF	\$	per fitting

I. Unit Price No. 23A – Hydronic Pipe.

¾"	\$	LF	\$	per fitting	\$	per valve
1"	\$	LF	\$	per fitting	\$	per valve
1 ¼"	\$	LF	\$	per fitting	\$	per valve
1 ½"	\$	LF	\$	per fitting	\$	per valve
2"	\$	LF	\$	per fitting	\$	per valve

J. Unit Price No. 26A –20 amp Duplex Receptacles

1. _____ Dollars (\$ _____) per UNIT

K. Unit Price No. 26B – 20 amp Rated Wire and Conduit

1. _____ Dollars (\$ _____) per LF

L. Unit Price No. 26C – Exit Sign

1. _____ Dollars (\$ _____) per ASSEMBLY

M. Unit Price No. 28A – Smoke Detector

1. _____ Dollars (\$ _____) per UNIT

SUBMISSION OF BID SUPPLEMENT

Respectfully submitted this ____ day of _____, 20____.

Submitted By:

(Insert name of bidding firm or corporation)

Authorized Signature:

(Handwritten signature)

**24-SDL-03 MCCASKEY HIGH SCHOOL STADIUM PROJECTS
SCHOOL DISTRICT OF LANCASTER PROJECT # CP802**

Signed By: _____
(Type or print name)

Title: _____
(Owner/Partner/President/Vice President)

END OF DOCUMENT 00 43 22

**24-SDL-03 MCCASKEY HIGH SCHOOL STADIUM PROJECTS
SCHOOL DISTRICT OF LANCASTER PROJECT # CP802**

DOCUMENT 00 43 23 - ALTERNATES FORM

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Prime Contract: _____.
- C. Project Name: McCaskey High School Stadium Projects
- D. Project Location: 445 N. Reservoir Street, Lancaster PA 17602
- E. Owner: School District of Lancaster, 251 S. Prince St., 3rd Floor, Lancaster, PA 17603
 - 1. District Representatives: Drew Schenk, Director of Operations; Matthew Shields, Director of Facilities & Building Operations
- F. Project Number: 24-SDL-03

1.2 BID FORM SUPPLEMENT

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

1.3 DESCRIPTION

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

**24-SDL-03 MCCASKEY HIGH SCHOOL STADIUM PROJECTS
SCHOOL DISTRICT OF LANCASTER PROJECT # CP802**

1.4 SCHEDULE OF ALTERNATES

A. Alternate Bid No. 04A – Masonry Repointing

ADD _____ Dollars (\$_____).

B. Alternate 26A – Softball Field Lighting

DEDUCT _____ Dollars (\$_____).

SUBMISSION OF BID SUPPLEMENT

Respectfully submitted this ____ day of _____, 20____.

Submitted By: _____
(Name of bidding firm or corporation)

Authorized Signature: _____
(Handwritten signature)

Signed By: _____
(Type or print name)

Title: _____
(Owner/Partner/President/Vice President)

END OF DOCUMENT 00 43 23

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being duly sworn, deposes and says that,

- (1) He is the _____
Of _____

_____. (owner, partner, officer, representative, agent)

The bidder that has submitted the attached bid:

- (2) He is fully informed representing the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid:
- (3) Such Bid is genuine and is not a collusive or sham bid:
- (4) Neither the said bidder nor any of its officers, partners, owners, representatives, employees or parties in interest, including this applicant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with another bidder, firm, or other person to fix the price or prices in the attached bid or of any other bidder, or, to fix any overhead, profit, or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the School District of Lancaster or any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this applicant.

(Signed)

(Title)

Subscribed and sworn to before me

20_____. This _____ day of _____,

(Signed)

(Title)

My

Commission

Expires

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

AGREEMENT OF SURETY

KNOW TO ALL MEN BY THESE PRESENTS, THAT WE _____, as Surety, a corporation existing under the laws of the _____, and authorized to transact business in the Commonwealth of Pennsylvania, hereby agree to execute within the time limit specified in the Contract the Bonds, in the forms and in the amounts required for the faithful performance and proper fulfillment of the Contract for The McCaskey High School Stadium Projects, 445 N. Reservoir Street, Lancaster, PA 17602 to include the furnishing and placing of all materials as specified and other facilities necessary for the completion of the Work, (Bidder's Name and Address)

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

School District of Lancaster

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

(Date)

(Corporate Surety)

(Corporate Seal)

By _____

(Title) _____

(Business Address) _____

**24-SDL-03 MCCASKEY HIGH SCHOOL STADIUM PROJECTS
SCHOOL DISTRICT OF LANCASTER PROJECT # CP802**

DOCUMENT 00 43 93 - BID SUBMITTAL CHECKLIST

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Prime Contract: _____.
- C. Project Name: McCaskey High School Stadium Projects
- D. Project Location: 445 N. Reservoir Street, Lancaster PA 17602
- E. Owner: School District of Lancaster, 251 S. Prince St., 3rd Floor, Lancaster, PA 17603
 - 1. District Representatives: Drew Schenk, Director of Operations; Matthew Shields, Director of Facilities & Building Operations
- F. Project Number: 24-SDL-03

1.2 BIDDER'S CHECKLIST

- A. In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.
- B. Attach this completed checklist to the outside of the Submittal envelope.
 - ☐ Prepared the Bid Form as required by the Instructions to Bidders: 00 21 13
 - ☐ Used the Bid Form provided in the Project Manual: 00 41 16
 - ☐ Indicated on the Bid Form the Addenda received.
 - ☐ Attached to the Bid Form: Bid Bond – or - a certified check for the amount required: 00 43 13
 - ☐ Attached to the Bid Form: Bid Supplement – Allowance Form: 00 43 21
 - ☐ Attached to the Bid Form: Bid Supplement – Unit Prices Form: 00 43 22
 - ☐ Attached to the Bid Form: Bid Supplement – Alternates Form: 00 43 23
 - ☐ Attached to the Bid Form: Non-Collusion Affidavit of Prime Bidder: 00 43 24
 - ☐ Attached to the Bid Form: Agreement of Surety: 00 43 25
 - ☐ Attached to the Bid Form: AIA A305-2020 Contractor's Qualification Statement and Exhibits A-D
 - ☐ Bid envelope shows name and address of the Bidder.
 - ☐ Bid envelope shows the Bidder's Contractor's License Number.
 - ☐ Bid envelope shows name of Project being bid, including Owner's bid number and Project number.
 - ☐ Bid envelope shows name of Prime Contract being bid.
 - ☐ Bid envelope shows time and day of Bid Opening.
 - ☐ Verified that the Bidder can provide executed Performance Bond and Labor and Material Bond.
 - ☐ Verified that the Bidder can provide Certificates of Insurance in the amounts indicated.

**24-SDL-03 MCCASKEY HIGH SCHOOL STADIUM PROJECTS
SCHOOL DISTRICT OF LANCASTER PROJECT # CP802**

END OF DOCUMENT 00 43 93

DRAFT AIA® Document A101™ – 2017

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

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

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

«School District of Lancaster
251 S. Prince St., 3rd Floor
Lancaster, PA 17603»« »

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

« »« »
« »
« »
« »

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

«McCaskey High School Stadium Projects
445 N. Reservoir Street
Lancaster, PA 17602»

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

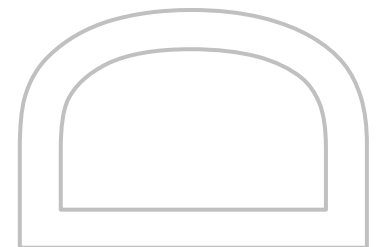
«MM Architects, Inc. DBA Marotta/Main Architects »« »
«214 N. Duke Street »
«Lancaster, PA 17602 »
« »

The Owner and Contractor agree as follows.

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

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

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



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TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

☒ The date of this Agreement.

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

☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

☐

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

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

§ 3.3 Substantial Completion

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

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

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

[« X »] By the following date:

«Sitework in coordination with Owners Athletics Contractor scope - July 15, 2025
Public Restrooms & Concessions work - August 18, 2025
Team Building - September 29, 2025

§ 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.

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:

Refer to attached Exhibit A "Unit Price Allowance".

§ 4.4 Unit prices, if any:

Refer to attached Exhibit B "Unit Price Schedule".

§ 4.5 Liquidated damages, if any:

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

«See General Conditions Section 8.4 »

§ 4.6 Other:

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

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

« »

§ 5.1.3 Provided that an Application for Payment is approved by the Owner not later than the «25th» day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the «15th» day of the «next» month.

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

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

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

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

§ 5.1.6.1 The amount of each progress payment shall be computed as follows:

- .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 retainage of Ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in AIA Document A201™-2017, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in AIA Document A201-2017.

§ 5.1.6.2 The progress payment amount determined in accordance with Section 5.1.6.1 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less 150% of such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with AIA Document A201-2017.

§ 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.)

« Retainage shall be ten percent (10%). »

§ 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.)

«See General Conditions 9.3.1.5 and 9.8.5. »

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

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

« »

§ 5.1.9 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 pursuant to Section 9.10 of the General Conditions

§ 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.)

«6» % « six percent »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

« »

« »

« »

« »

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

[« »] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[☒] Litigation in the court of Common Pleas for the County of Lancaster, Pennsylvania through a bench trial, unless the Owner opts for arbitration. See Section 15.2 of General Conditions.

[☐] 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.

§ 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.)

«Zero»

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

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

Drew Schenk, Director of Operations
Matthew Shields, Director of Facilities & Building Operations »
«School District of Lancaster
251 S. Prince St., 3rd Floor
Lancaster, PA 17603»

§ 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. The Owner and the Contractor shall purchase and maintain insurance and bonds as set forth in the General Conditions Article 11.

§8.6 Contractor and its subcontractors, if any, shall fully comply with all local, federal and state laws as set forth in the Contract Documents, and which include but are not necessarily limited to, Criminal Background Check (Act 34) FBI Criminal History Information (Section 111 of the Public School Code of 1949, including Act 114 (2006), Child Abuse History (act 151) and the Pennsylvania Prevailing Wage Act, if applicable. Additionally, Contractor must

comply with the Public Works Employment Verification Act by submitting a Commonwealth Public Works Employment Verification Form to the public body prior to commencement of Work. The Form and relevant information can be found on the Department of General Services' web site at www.dgs.state.pa.us. Contractor acknowledges that this is a public works contract and Contractor and its subcontractors, if any, are therefore subject to the provisions, duties, obligations and penalties of the Public Works Employment Verification Act, 43 P.S. 167.1-167.11. Work cannot commence if Contractor fails to submit a complete Public Works Employment Verification Form to the Owner.

§8.7 This Agreement and the Contract Documents are governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws provisions.

§8.8 Except to the extent as is made necessary and/or is contemplated by the Contract Documents, the Contractor may not assign or otherwise transfer any portion of the Work, duties and/or obligations under the Contract Documents, contracts for furnishing and delivery of materials and machinery to be excepted, without the expressed written consent of the Owner. Any attempt by Contractor to transfer, or assign the Agreement, except in accordance with this paragraph, shall be void ab initio. In the event consent is given to Contractor to assign or transfer any portion or its Work, duties and/or obligations hereunder, Contractor shall remain liable and responsible for the adequate and satisfactory performance and completion of any such Work, duties and/or obligations assigned or transferred and shall be further liable and responsible for Contractor's, and its subcontractor's, successor's and assign 's intentional, reckless and/or negligent actions and omissions in the performance of such Work, duties and/or obligations.

§8.9 If any provision of this Agreement or the Contract Documents shall be held to be invalid or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be affected or impaired thereby, but rather this Agreement and the Contract Documents shall be construed as if not containing the invalid or unenforceable provision. However, if such provision is an essential element of this Agreement or the Contract Documents, the Parties shall promptly attempt to negotiate a substitute therefore.

§8.10 No term or provision of this Agreement or the Contract Documents shall be waived, and no breach or default excused, unless such waiver or excuse is in writing and signed by the Party to which it is attributed. No consent by a Party to, or waiver of, a breach or default, by the other, whether expressed or implied, shall constitute a consent to or waiver of any subsequent breach or default.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 Drawings – Dated 06 January, 2024

Refer to attached Exhibit C “List of Drawing Sheets”.

- .5 Specifications – Dated 06 January, 2025

Refer to attached Exhibit D “Specification Index”.

- .6 Addenda, if any:

Number	Date	Pages

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

- .8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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

Document	Title	Date	Pages
	Prevailing Wages Project Rates		
	Bid Form		
	Bid Bond/Security Form		
	Unit Prices Form		
	Unit Cost Allowances		
	Alternates Form		
	Non-Collusion Affidavit of Prime Bidder		
	A305 Contractor's Qualification Statement		
	W-9		
	Public Works Employment Verification Form		

« »

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

OWNER (Signature)

Drew Schenk, Director of Operations »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

McCaskey High School Stadium Projects
445 N. Reservoir Street
Lancaster, PA 17602

THE OWNER:

(Name, legal status and address)

School District of Lancaster
251 S. Prince St., 3rd Floor
Lancaster, PA 17603

THE ARCHITECT:

(Name, legal status and address)

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

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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.

14 **TERMINATION OR SUSPENSION OF THE CONTRACT**

15 **CLAIMS AND DISPUTES**



Init.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. 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, except as provided in Section 8.3.2 of these General Conditions, which permits third party beneficiary delay claims between prime contractors. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

(Paragraphs deleted)

§ 1.2 Correlation and Intent of the Contract Documents

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

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and

enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.1.1.1 In the event of conflicts or discrepancies among the Contract Documents, the Contract Documents shall be interpreted on the basis of the following priorities, however, in case of conflicts between the Drawings and the Project Manual, or within either the Drawings or the Project Manual, the better quality or greater quantity shall be provided.

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

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

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

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. The Contractor shall only employ labor in connection with the Work capable of working harmoniously with all trades, crafts and any other individuals associated with the Project.

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

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

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

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

§1.2.7 All indications or notations which apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

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

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

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

(Paragraphs deleted)

§ 1.7 Digital Data Use and Transmission

The Architect shall provide 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 may designate in writing a representative who shall have express authority to bind the Owner to the extent authorized by the Owner's Board of School Directors.

§ 2.1.2 In addition, the Owner has engaged Fidevia, LLC ("Fidevia") to provide on-site representation for the Owner, for the primary purposes of observing the Work and communicating with the Owner and the Architect about the Contractor's schedule, progress and performance of the Work. The Contractor is required to provide a copy to Fidevia of any document, notice, submittal or other writing it provides to the Owner or the Architect. Although Fidevia is authorized by the Owner to communicate with the Contractor about its schedule, progress and performance of the Work, Fidevia is not responsible for the Contractor's construction means, methods, techniques, sequences, procedures, schedules or results, or for safety precautions or programs. Fidevia is not authorized by the Owner to approve any deviations or substitutions by the Contractor from its duties pursuant to the Contract Documents. In

emergency situations if the Architect and the Owner cannot be immediately summoned, Fidevia is authorized to temporarily stop and/or suspend defective work or reject defective materials, equipment and systems until the Architect and the Owner can be summoned. The Contractor should direct to the Owner any questions it may have concerning the authority of Fidevia.

(Paragraphs deleted)

§ 2.3 Information and Services Required of the Owner

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

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

(Paragraph deleted)

§ 2.3.4 The Owner shall furnish information describing legal limitations for the site of the Project, and a legal description of the site. The Owner shall not be responsible for furnishing surveys or other information as to the physical characteristics of the Project site or utility locations for the Project site, and any such information provided by the Owner shall not be relied upon by Contractor. Contractor shall confirm the physical characteristics of the project site and the location of each utility. The Contractor shall have no claims for surface or subsurface conditions, whether unforeseen, foreseen or foreseeable. The Contractor shall exercise special care in executing subsurface work in proximity of subsurface utilities, improvements and easements.

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.4.1 The Owner's decision to stop the Work or to not stop the Work pursuant to Section 2.4 shall not in any way limit or otherwise modify the Contractor's obligations to perform the Work in accordance with the Contract Documents. The foregoing rights of the Owner shall be in addition to those rights set forth in Section 14 hereof and any other rights the Owner may have at law, in equity, or under the Contract Documents.

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents (including without limitation failing to (i) supply sufficient manpower to advance the Work in compliance with the Project Schedule; (ii) timely supply materials; (iii) advance the Work in accordance with the Contract Documents; or (iv) timely correct nonconforming Work), and fails within a seven-day period after receipt of written notice from the

Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case Owner shall have the right to deduct from payments then or thereafter due the Contractor the reasonable cost of correcting such default or neglect, including Owner's expenses, attorney's fees and compensation for the Architect's additional services made necessary by such default or neglect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. The foregoing rights of the Owner shall be in addition to and not a limitation on any other rights of the Owner granted in the Contract Documents or at law or in equity.

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor. The Contractor shall promptly report in writing to the Architect any errors, inconsistencies or omissions in the contract documents, or any provisions in the Contract Documents that unlawfully violate applicable laws, ordinances, codes, rules or regulations, discovered by or made known to the Contractor. 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. Should the Contractor fail to promptly bring to the attention of the Architect in writing any error, omission, inconsistency or unlawful provision in the Contract Documents of which the Contractor is either aware or, in the exercise of reasonable diligence should be aware, Contractor shall be responsible for any resultant costs and damages.

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

§ 3.2.2.2 The Contractor shall not proceed with any Work not clearly and consistently defined in detail in the Contract Documents, but shall request additional Drawings or instructions from the Architect as provided in Subparagraph 3.2.4.

(Paragraph deleted)

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

§ 3.3 Supervision and Construction Procedures

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

§ 3.3.1.1 The General Contractor and the other Prime Contractors are responsible for the coordination of the Work. The General Contractor is responsible for making all coordination decisions not mutually agreed to by the Prime Contractors. Refer to Multi-Prime Contract summary, Specification Section 01 12 00.

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

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

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

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

§ 3.3.6 The Contractor shall base all measurements, both horizontal and vertical, from established bench marks. All Work shall be in conformance with these established lines and levels.

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

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

§ 3.4 Labor and Materials

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

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

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

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

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Any worker or other person involved in the performance of the Work who, in the opinion of the Owner, is incompetent or careless in the execution of the Work or otherwise unsatisfactory shall be forthwith removed upon the request of the Owner. In the event that labor picketing occurs for any reason at the site, Contractor shall establish a separate entrance to the site at a location which is not subject to such pickets. Contractors shall abide by the following requirements:

1. Contractor's employees shall not socialize with the staff, visitors or patrons.
2. Smoking and other use of tobacco, alcohol and illegal substances is prohibited in buildings and on the Owner's grounds.
3. Use of radios on the site is not permitted.
4. Contractor and subcontractor employees are required to provide clearance paperwork in order to receive a photo identification badge from the Owner prior to working at the site. Identification badges must be prominently worn while on site.
5. Contractor and subcontractor employees shall not under any circumstance prop open doors to the School.
6. Improper conduct will not be tolerated and shall be grounds for dismissal from the site.

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

contrary in this Section 3.4.5, the Owner shall have the absolute right to require the use of the materials, equipment, manufactured articles, or processes specified in the Contract Documents.

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

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

§ 3.5 Warranty

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

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

§ 3.5.3 In the event the Contractor violates its duties under Paragraph 3.5 of these General Conditions, or otherwise provides defective or deficient Work or materials in violation of the Contract Documents, upon written notice from Owner the Contractor shall within seven (7) days remedy such defect or deficiency, and if Contractor fails to timely complete such remedy the Owner shall have recourse under Paragraphs 2.5 (Owner's Right to Carry Out the Work), 3.18.1 (Indemnification), 12.2 (Correction of Work) and 14.2 (Termination by the Owner for Cause) of these General Conditions and under other applicable provisions of the Contract Documents. The Contractor shall be liable for all expenses incurred by the Owner in enforcing its warranty claim, including the costs of remediating the Contractor's defective or deficient Work or materials, and all fees and costs of the Owner's Architect, the Owner's On-Site Representative and attorneys. The Owner may deduct such amounts owed by the Contractor from payments otherwise due to Contractor. Contractor's warranty and related duties under Paragraph 3.5 shall apply and survive regardless of when defective or deficient Work or materials is discovered, either before or after completion of the Project. Contractor shall also be responsible to schedule and participate with the Owner and Architect in a walk-through inspection of the Project one year after Substantial Completion of the Work.

§ 3.6 Taxes

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

§ 3.6.1 The Contractor shall claim tax exemptions for items which are tax exempt.

§ 3.6.1.1 The Contractor represents and warrants that its bid submitted for the Project has excluded taxes for all tax exempt items.

§ 3.6.2 The Contractor shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Contract, and the system shall

be satisfactory to Owner. Such accounts shall be sufficient to support a request for refund of sales and use tax. The Owner or its representative shall be afforded access to all of the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Contract, and the Contractor shall preserve all such records for a period of three years, or for such longer period as may be required by law, after the final payment.

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

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 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, the Owner will determine, in its sole discretion, whether the Contractor is entitled to an equitable adjustment in the Contract Sum or Contract Time, or both, under the Contract Documents. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Contractor, stating the reasons. If the Contractor disputes the Architect's or Owner's determination or recommendation, the Contractor may submit a Claim as provided in Article 15.

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

expressly cautioned not to rely on such information, but to assume the possibility that conditions, affecting the cost and/or quantities of work to be performed, may differ from those indicated.

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

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

(Paragraphs deleted)

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent full-time superintendent and necessary assistants (the "Contractor's Construction Team") who shall be in attendance at the Project site during performance of the Work. The Contractor's Construction Team must be approved by the Owner prior to the Contractor's performance of its Work on the Project. Once the Owner has approved the Contractor's Construction Team, the Contractor shall not replace or remove any members of the Contractor's Construction Team without first obtaining the Owner's written consent. If the Owner determines that a member of the Contractor's Construction Team must be replaced, the Contractor shall promptly replace that member of the Contractor's Construction Team with someone acceptable to the Owner, with no increase in the Contract Sum or the Contract Time. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications to or from the Superintendent shall be confirmed in writing.

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

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

§ 3.9.2 The Contractor, within 10 days after contract award, shall furnish in writing to the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has 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 objection at that time.

§ 3.9.3 In addition to a full time superintendent, the contractor shall employ a competent project manager.

§ 3.9.4 The Contractor shall not employ a project manager to whom the Owner or Architect has made objection. The Contractor shall not change the project manager without the Owner's consent.

§ 3.10 Contractor's Construction and Submittal Schedules

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

§ 3.10.2 In the event the Owner determines that the Contractor's performance of the Work has not progressed or reached the level of completion required by the Contract Documents and that such conditions are not the result of a delay for which the Contractor is entitled to an extension of the Contract Time pursuant to Section 8.3, the Owner shall

have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment, and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Baseline Schedule.

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

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

(Paragraph deleted)

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

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

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

§ 3.11 Documents and Samples at the Site

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

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

§ 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. In reviewing Shop Drawings, Product Data, and Samples, the Architect shall be entitled to rely upon the Contractor's representation that such information is correct and accurate.

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

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

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

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

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

§ 3.12.10.2 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.

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

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

§ 3.13 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.

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

§ 3.14 Cutting and Patching

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

§ 3.14.2 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; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall, on a daily basis, 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 by back charge or otherwise.

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

§ 3.16 Access to Work

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

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Fidevia, Architect, Architect's consultants, and agents, directors and employees of any of them (the "Indemnified Parties") from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, of whatever kind and nature (collectively "Damages"), arising out of or resulting from performance of the Work, but only to the extent such Damages are caused by the negligent acts or omissions, intentional misconduct, or breach of contract of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

§ 3.18.2 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, the Contractor hereby waives its rights to immunity as an employer under any such workers' compensation act.

§ 3.18.3 The Contractor's indemnity obligations shall also specifically include all Damages arising out of, or in connection with (i) Contractor's (or anyone for whom Contractor is responsible) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of a public body or entity having jurisdiction over the Work and/or Project, but excluding any violation or failure as a result of Contract Documents that do not comply with law, statute, ordinance, rule, regulation, code or requirement of a public body or entity having jurisdiction over the Work and/or the Project; (ii) Contractor's (or anyone for whom Contractor is responsible) failure to secure and pay for permits, fees, approvals, licenses, and/or inspections as required under the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work; and/or (iii) the filing, defense and/or discharge of any mechanic's lien or other claim against the real estate of the Project by any person or entity other than Contractor.

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts, which amounts shall require Owner approval. The Architect's certification under this paragraph shall not be determinative of Owner's obligation to make payment under the Contract Documents.

§ 4.2.6 The Architect shall reject Work that does not conform to the Contract Documents unless such non-conformance is accepted by the Owner in writing. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 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 its obligations under the Contract Documents. The Architect's review shall not constitute approval of safety precautions

or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 4.2.9 The Architect will conduct site visits and observations to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion subject to Owner approval 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 subject to Owner approval pursuant to Section 9.10.

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

§ 5.2.3 If the Owner or Architect has objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no objection. No increase in the Contract Sum or Contract Time shall be allowed for such change.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes objection to such substitution, and there shall be no increase in the Contract Sum or the Contract Time.

§ 5.3 Subcontractual Relations

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

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

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

§ 5.5 PAYMENT OF SUBCONTRACTORS

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award Separate Contractors in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to those of this Contract. If contractors performing work for the Owner under separate contracts for the Project causes Contractor increased costs or damages for delays, acceleration, hindrances, loss of productivity or similar claims, Contractor shall not have a claim against the Owner for such costs or damages as provided in Articles 8.3 and 15.4, but shall have a third-party beneficiary right to recover against the other contractor(s). The Owner shall provide the Contractor a third-party beneficiary right of recovery in the other contractor's contract and will provide a reciprocal right in this Agreement for the benefit of the other contractors. In this regard, Contractor agrees that other contractors performing work for the Owner under separate contracts for the Project have a third-party beneficiary right of action against the Contractor to the extent the Contractor causes the other contractor damages for delays, acceleration, hindrances, loss of productivity or similar damages.

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

(Paragraph deleted)

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

§ 6.2 Mutual Responsibility

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

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

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