ADDENDUM
NUMBER ONE

for

Renovations and Addition

to the

Keystone Regional Youth Center

for the

County of Berks

Invitation to Bid No. 26-16 GR
USA Project No. R2024.0111.01

Dated: 10.23.2026

USA ARCHITECTS, PLANNERS AND INTERIOR DESIGNERS, LTD
1 S. 3rd Street,
Alpha Building, Seventh Fl
Easton, PA 18042

This Addendum is issued for the purpose of amending certain requirements of the Bidding Documents and is hereby made an integral part of the Contract Documents for this project. Statements made herein shall amend, supersede, and take precedence over any conflicting and contrary information contained in previously issued documents including previously issued addenda, if any. Bidders shall acknowledge receipt of this addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

CHANGES TO PRIOR ADDENDA:

None

CHANGES TO PROCUREMENT AND CONTRACTING REQUIREMENTS (DIVISION 00):

Item 01: In Division 00, **DELETE** Invitation to Bid/Instructions to Bidders and **REPLACE** with the attached Invitation to Bid/Instructions to Bidders.

In Instructions to Bidders, **DELETE** Article 3.2.2, in its entirety and **REPLACE** with the following:
"3.2.2 Bidders requiring clarification or interpretation of the Bidding Documents shall submit written requests to **rfi@dolanconstructioninc.com** via e-mail only, no later than ten (10) business days prior to the date for receipt of Bids. No verbal questions from Bidders will be reviewed or accepted. Also, no questions will be received by the Owner. Any conflict, inconsistency, or discrepancy shall be reported to the Construction Manager at least ten (10) days prior to submission of the Bid."

All RFI's are to go to rfi@dolanconstructioninc.com in lieu of grodrigues@berkspa.gov .
Bid Forms changed

Please note that the above items have been called out for your convenience. There are additional changes to those noted above. Please note the Contractor is responsible for reviewing the document for any additional changes.

CHANGES TO CONDITIONS OF THE CONTRACT

Item 02: In Div 00, **DELETE** Document A!A A-201 General Conditions of the Contract for Construction and **REPLACE** with the attached A!A A-201 General Conditions of the Contract for Construction. Article 9.11 has been revised to reflect correct Liquidated Damages. Article 3.7.1 has been revised concerning application and payment for permits.

CHANGES TO GENERAL REQUIREMENTS (DIVISION 01):

Item 03: In Division 01, Section 01 11 05 "Time of Completion", **DELETE** Articles 1.1.A.3 and 1.1.A.4 in their entirety and **REPLACE** with the following:

"3. Project Substantial completion: February 28, 2028
4. Project Final Completion: March 31, 2028"

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See attached REVISED Section 01 11 05 "Time of Completion".

CHANGES TO SPECIFICATIONS:

None

CHANGES TO DRAWINGS:

None

CONTRACTOR QUESTIONS AND ANSWERS:

Q01: Liquidated Damages for delay on page 2 of the bid form do not agree with the Liquidated Damages in the General Conditions, page 45, Para. 9.11. Please clarify the amount of Liquidated Damages for this bid.

A01: See revised Liquidated Damages, General Conditions, Para 9.11.

Q02: The Div 00 specs provide the AIA A305 1986 version of the qualification statement. May contractors use the AIA 305 2010 version?

A02: Yes, the AIA 305 2010 version is acceptable.

Q03: Section 011105 – Time of Completion lists Substantial completion as 3/31/28 and Final as 2/29/28. Please clarify if these dates are mixed up.

A03: Substantial Completion Date will be 02/28/28 and the Final Completion Date will be 03/31/28. See Item 03 above.

Q04: Request for substitution: Can DynaForce 7+2(9mm) be used as a substitution for PolyTurf Plus Pad and Pour 7+2?

A04: Yes, DynaForce 7+2 is approved as a Substitution.

ATTACHMENTS:
Invitation to Bid/Instructions to Bidders
AIA A201-2007 General Conditions of the Contract for Construction
Section 01 11 05, "Time of Completion"
October 14, 2026 Pre-Bid Attendance/Meeting Minutes
October 21, 2026 Pre-Bid Attendance/Meeting Minutes

END OF ADDENDUM NUMBER ONE

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COUNTY OF BERKS

Invitation to Bid #26-16-GR
for
Renovations and Addition
to the
Keystone Regional Youth Center
for the
County of Berks

Issued on October 5, 2026

Pre-Bid Conference:
Wednesday, October 14, 2026, 1:00 P.M. Local Prevailing Time
Wednesday, October 21, 2026, 1:00 P.M. Local Prevailing Time
Refer to Instructions to Bidders, Article 4.4.1 for details.

Submittal Deadline:
Monday, November 16, 2026, 2:00 P.M. Local Prevailing Time
Refer to Instructions to Bidders, Clause 4 for submittal instructions.

Opening Date/Time:
Monday, November 16, 2026, 2:15 P.M. Local Prevailing Time

County's Point-of-Contact for this ITB:
Mr. Jeff Garner, VP Dolan Construction
Tel: 610-372-4664, Ext. 231 Cell: 717-808-9710
Email: jeffgarner@dolanconstructioninc.com

Architect for this Project is:
USA Architects, Planners, and Interior Designers, Ltd.
Anthony Lauro
Tel:610-559-6000
Email: alauro@usaarchitects.com

Contract documents and drawings for the proposed work (the "Contract Documents", which have been prepared by the firm USA Architects, Planners and Interior Designers, Ltd. are available electronically at no cost by making a request to www.usaplanroom.com, project R2024.0111.01. Please refer to Article 4 for information on bid submissions.

This Invitation to Bid (ITB) package consists of 1,222 pages including this cover page and the Table of Contents page. If the ITB package you received is missing any pages, contact the County of Berks Purchasing Department at telephone number (610) 478-6168.

COUNTY OF BERKS
Renovation and Addition
to the
Keystone Regional Youth Center

INSTRUCTIONS TO BIDDERS

ARTICLE 1 DEFINITIONS

1.1 Bidding Documents include, without limitation, the Drawings, Specifications, Invitation to Bid, Instructions to Bidders, Bid Form, Bid Bond, Payment Bond, Performance Bond, General Conditions, as modified by the Owner and bound herewith, and other Contract Documents.

1.2 All definitions set forth in the General Conditions of the Contract (AIA Document A201-2007, **as modified by Owner**) and any modifications thereto, 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 Addenda are written and/or graphic instruments issued by the Owner or 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 Base Bid Quantity Allowances are amounts to be included in the total lump sum bid and is based on a fixed quantity of a specific item that is offered by the Bidder via a cost per unit provided by the Bidder.

1.9 A Bidder is a person or entity who submits a Bid.

1.10 The term “Owner” is the County of Berks.

1.11 The term “Contract” and “Agreement” are used interchangeably.

1.12 The term "Architect" or "Architect/Engineer" as used in the Bidding Documents refers to:

1. USA Architects, Planners and Interior Designers, Ltd.
   1 South 3rd Street, 7th Floor
   Easton, PA 18047

1.13 The term "Construction Manager" as used in the Bidding Documents refers to:

1. Dolan Construction
   401 S 13th Street
   Reading, Pa 19602

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 or building, the character and extent of existing Work within or adjacent to the site and any other Work being thereon at the time of submission of its Bid, and has correlated its observations with the requirements of the Contract Documents. 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.

2.1.3 Its Bid is based upon the materials, systems and equipment required by the entire set of Bidding Documents, without exception. Each Bidder is expected to carefully examine each and every Bidding Document in order to determine the exact nature and scope of its Work. Furthermore, each Bidder shall be responsible to review the Drawings and Specifications applicable to all trade contracts so the Bidder understands the extent of the Work of all of the trade contracts.

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. Bidder 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. The Bidder has requested in writing any additional information from the Owner, Architect or any other party which it deemed necessary in order to be fully informed so as to be able to submit its Bid. The Owner makes no representation as to the accuracy or completeness of the information, which is furnished, and the delivery thereof shall not be deemed to constitute such a representation. Bidder has taken all steps necessary to satisfy itself as to the conditions of the Project and to include in its Bid

sufficient allocations for unknown or unidentified conditions. Any information furnished shall not be legally binding on the Owner unless issued by Addendum.

2.1.6 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.

2.1.7 It acknowledges that it is each Bidder's responsibility to resolve disputes and coordinate with all Contractors and Subcontractors (whether or not the Owner is a party to a contract with such Contractors or Subcontractors) which have performed or are performing Work at the Project. Similarly, each successful Bidder is responsible to such Contractors and Subcontractors which have performed or are performing Work at the Project if the Bidder's actions or omissions cause any damage or delay to such Contractors or Subcontractors.

2.1.8 It is thoroughly familiar with all conditions affecting labor at the Project, including, but not limited to, unions, incentive pay, procurement, living and commuting conditions, and wage decisions applicable to the Work. The Bidder assumes responsibility to the Owner for all costs resulting from the failure to verify all conditions effecting labor. The Bidder 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.

2.1.9 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 acknowledges that the Owner may undertake or award other contracts while the Bidder is performing the Work. The successful Bidder will need to coordinate its Work with that of other Contractors and/or Subcontractors on the Project. The Bidder acknowledges that it will need to coordinate its Work with that of the other Contractors and/or Subcontractors on the Project and has taken such obligation into account in submitting its Bid.

2.1.11 The submission of a Bid shall constitute conclusive evidence of compliance by such Bidder with above responsibility, and any claims relating to the established contract price, at any future time, for labor, equipment or materials required or for difficulties encountered which would or could have been foreseen had the Bidder so complied with its responsibility to ascertain all conditions and review all Bidding Documents, will not be recognized by the Owner.

2.1.12 Each Bidder, to the extent necessary, shall examine the Bidding Documents for which Bids are to be received and reviewed by the Owner, as specified herewith, which documents shall be available for inspection as set forth herewith, so that it may be

completely aware of all Work, materials and/or services which are to be provided by it to enable the completion of the Work in accordance with the Bidding Documents.

ARTICLE 3 BIDDING DOCUMENTS

3.1 COPIES

3.1.1 A complete set of Bidding Documents may be downloaded from the plan room of USA Architects Planners and Interior Designers, at www.usaplanroom.com as stipulated in the Invitation to Bid.

County's Point-of-Contact for this ITB:
Mr. Jeff Garner, VP Dolan Construction
Tel: 610-372-4664, Ext 231 Cell: 717-808-9710
Email: jeffgarner@dolanconstructioninc.com
Mailing Address: Dolan Construction Inc.
401 South 13th Street
Reading, PA 19602

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 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.

3.1.4 Bidders shall treat all bid-related information as confidential and shall not disclose or share it with anyone not directly involved in preparing the bidder's proposal or performing work related to this project. Bidders must ensure their employees, agents, advisors, subcontractors, and other representatives are informed of these confidentiality obligations and are bound by duties no less restrictive than those imposed on the bidder. Bidders are responsible for any breach committed by themselves or their representatives. Upon request, Bidders must promptly return or destroy all confidential bid materials, except for information retained solely as part of routine electronic backups until standard deletion occurs. Any unauthorized disclosure or misuse of bid-related information constitutes a breach. In the event of a breach, the County may pursue legal remedies in the state or federal courts located in Berks County, Pennsylvania; seek injunctive or other equitable relief and recover its reasonable attorney's fees and costs.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.

3.2.1 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.

3.2.2 Bidders requiring clarification or interpretation of the Bidding Documents shall submit written requests to rfi@dolanconstructioninc.com via e-mail only, no later than ten (10) business days prior to the date for receipt of Bids. No verbal questions from Bidders will be reviewed or accepted. Also, no questions will be received by the Owner. Any conflict, inconsistency, or discrepancy shall be reported to the Construction Manager at least ten (10) days prior to submission of the Bid.

3.2.3 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 interpretations, corrections and changes.

3.2.4 It shall be the duty of each prospective Bidder to ascertain which Addenda, if any, has been issued and which Addenda, if any, may affect the Work to be covered by the Bid of such prospective Bidder.

3.3 SUBSTITUTIONS

3.3.1 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Construction Manager at least fourteen (14) business 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 incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Bidder. The Architect/Owner's decision of approval or disapproval of a proposed substitution shall be final and binding.

3.3.2 If the Architect approves any proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

3.3.3 The Bidder understands and agrees that if it did not elect to obtain approval during the bidding period as set forth above, the Owner has no obligation to review or consider submittals for substitutes after Contract award.

3.3.4 If approved substitutions require redesign or different quantity or arrangements of any part of the Project from that indicated in the Bidding Documents, all such additional labor, equipment, material and all new drawings and detailing required shall with approval of the Architect be the responsibility of the Contractor making the substitution at its own expense including, without limitation, services rendered by the Architect.

3.3.5 In the event that incorporation of a substituted item or assembly into the Work will require revisions or additions to the Work of other construction contracts, the Contractor electing to use such materials, products or assembly shall include the cost of such revisions or additions to the Work in its Bid.

3.4 ADDENDA

3.4.1 Addenda will be e-mailed to all planholders and posted on the website at www.usaplanroom.com , Project #R2024.0111.01.

3.4.2 No Addenda will be issued later than three (3) business days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponements of the date for receipt of Bids.

3.4.3 Each Bidder shall acknowledge receipt of all Addenda in its Bid by including a listing of same on the Bid Form.

3.4.4 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 Form included with the Bidding Documents for that purpose.

4.1.2 No Bid will be considered which is submitted other than on the Bid Form provided, or an exact copy thereof.

4.1.3 All blanks on the Bid Form, including, without limitation, for the 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. Where so indicated by the makeup of the Bid Form sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

4.1.4 Any interlineation, alteration or erasure must be initialed by the signer of the Bid Form.

4.1.5 All requested Alternates shall be bid, if no change in the Base Bid is required enter “No Change”.

4.1.6 The Bidder shall sign and complete the Bid Form properly in accordance with the following.

1. 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.

2. 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.

3. If the Bidder is a corporation, the Bid Form shall be executed in the name of and on behalf of the corporation: (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 corporation 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 corporation is a foreign non-Pennsylvania corporation, whether the corporation is registered to do business in Pennsylvania shall be stated.

4. Three (3) copies of the Bid Form along with three (3) copies of any required information must be submitted at the time of bid.

4.1.7 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.

4.1.8 The Bid, Bid Form, Bid Bond Form and related Bid Security payment and other required documents, 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
Address

(Center of Envelope)
County of Berks
Attention: County Controller
Berks County Services Center
633 Court Street, 12th Floor
Reading, PA 19601

(Lower Left Corner)
Renovations and Addition to the Keystone Regional Youth Center
Bid for: (General Construction/Plumbing/HVAC/or Electrical)
Owner: County of Berks

If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof. The Bidder assumes all responsibility for the timely delivery of any mailed Bids sent via Courier Services.

4.1.9 Bids shall be deposited and addressed to the attention of the County Controller, County of Berks, Berks County Services Center, 633 Court Street, 12th Floor, Reading, Pennsylvania 19601 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.

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

4.1.11 Oral, facsimile, and email bids are invalid and will not receive consideration.

4.2 BID SECURITY

4.2.1 Each Bid Form must be accompanied by cash, Bid Bond in the form included herein, certified good faith check, bank check, cashier's check or treasurer's check in the amount of ten percent (10%) of the total amount of the Bid drawn to the order of the County of Berks. The proceeds thereof will be retained by the County of Berks as liquidated damages if the successful Bidder shall fail to execute the Contract and furnish the required Performance Bond and Payment Bond, and/or fail to provide appropriate proof of insurance. The carriers from whom the Contractor has purchased the required bonds must be listed in the most recent U.S. Treasury Department Circular 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, and furnishes appropriate proof of insurance. NOTE: a Bidder's personal check or non-certified corporate check is not acceptable as a form of Bid Security. Failure to accompany this Bid with the appropriate Bid Security will automatically disqualify Bidder.

4.2.2 The Owner shall retain the Bid Security of the lowest responsive, responsible Bidder.

4.2.3 Bid Security shall remain in effect during the time period stipulated in Paragraph 4.3.1 or until the furnishing of Performance Bond and Payment Bond, the requisite insurance, and the executed Contract for the applicable Work for which the Bid was submitted.

4.2.4 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 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.

4.2.5 In the event any Bidder shall be declared to be in default with respect to its Bid, the proceeds thereof will be retained by the County of Berks as liquidated damages.

4.3 MODIFICATION OR WITHDRAWAL OF BID.

4.3.1 A Bid may not be modified, withdrawn or canceled by the Bidder for sixty (60) days after the opening of the bids and each Bidder so agrees in submitting its Bid, unless the award of the Contract is delayed due to required approvals of other governmental agencies, or

sale of bonds, in which case, Bids shall be irrevocable for one hundred twenty (120) days in compliance with Act 1978-317, approved November 26, 1978.

4.3.2 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.

4.4 PRE-BID CONFERENCES

4.4.1 Prospective bidders are required to attend at least one of the two pre bid meetings scheduled at the Keystone Regional Youth Center, located at 1261 County Welfare Road, Leesport, PA 19533, on Wednesday, October 14, 2026, at 1:00 P.M., and Wednesday, October 21, 2026, at 1:00 P.M. All attendees must sign the official attendance sheet provided. Any bidder who does not attend one of the mandatory pre bid meetings or fails to sign the official attendance sheet will be ineligible to submit a bid, and any bid received from a non-attending bidder will be rejected as non-responsive.

ARTICLE 5 CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

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

5.1.1.1 Members of the public may attend the bid opening for this Invitation to bid via Microsoft Teams. The link and information for the meeting is https://teams.microsoft.com/meet/289865673490584?p=4A1nONDuxAiSHP5AAQ The meeting ID is 289 865 673 490 584 and the passcode is pG7dW3Fy. The dial in by phone number is 1-717-481-3891, the conference ID number is 747 009 168#.

5.1.2 If any discrepancy exists in the Bid between numbers as written in words and as written Roman or Arabic numerals, the written words will control.

5.2 REJECTION OF BIDS

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

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

5.2.3 The Bid of any Bidder or Bidders who engage in collusive bidding shall be rejected. Any Bidder who submits more than one proposal in such manner as to make it appear that the proposals submitted are not on a competitive basis from different parties shall be

considered a collusive Bidder. The Owner may reject the Bid of any collusive Bidder upon Bid opening. However, nothing in this section shall prevent a Bidder from superseding a Bid by a subsequent Bid delivered prior to Bid opening which expressly revokes the previous Bid.

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

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

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

5.3 ACCEPTANCE OF BID (AWARD)

5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive, responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. Determination of which Bid is the lowest responsive, responsible Bid shall be made by the Owner and calculated by taking into consideration the total lump sum bid, plus any Alternates accepted. The Owner may also consider other factors which it feels have bearing on the Project including, without limitation, the Bidders failure to comply with all applicable standards, codes, laws, ordinances, regulations, and/or requirements of any state, federal or other agency on previous projects.

5.3.2 In the event of a dispute between a Bidder and the Owner regarding the Owner's determination of which Bidder is the lowest responsive and 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 resulting from or arising out of the contesting Bidder's dispute of the Owner's determination of which Bidder is the lowest responsive and responsible Bidder. The contesting Bidder shall pay such legal fees, professional fees, or other costs or expenses within seven (7) days of receipt of the Owner's invoice. Furthermore, under no circumstances shall the Owner be responsible for any legal fees, professional fees, or other costs or expenses incurred by the contesting Bidder if the Owner decides not to Award the Contract to such Bidder based upon the Owner's determination in its sole and absolute discretion that such contesting Bidder is not the lowest responsive and responsible Bidder.

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 in arrears, in litigation with the Owner or in default to the Owner.

6.2 SUBMITTALS

6.2.1 The Bidder shall, within five (5) calendar days of Notice of Intent to Award a Contract for the Work, submit the following information to the Architect: See Document 01 33 00.

1. The proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work;

2. A list of names of the Subcontractors and/or Sub-Subcontractors, persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work if the same have been selected.

3. A separate and complete Verification Form required by the Public Works Employment Verification Act, Act No. 127, July 5, 2012 (formerly Senate Bill 637) for itself and each of the proposed Subcontractors (as such term is defined therein) acknowledging its responsibilities and its compliance with the Public Works Employment Verification Act as a precondition of the Owner's Award of the Contract. The Verification Form shall be obtained from the Secretary of the Pennsylvania Department of General Services and shall include a certification that the information is true and correct, subject to sanctions provided by law. The respective Verification Form shall be executed by a representative who has sufficient knowledge and authority to make the representations and certifications contained in the Verification Form.

6.2.2 The Bidder will be required to establish to the satisfaction of the Architect, Construction Manager 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 reasonable 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 reasonable 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 the Architect has made no reasonable objection under the provisions of Subparagraph 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 Architect and Owner.

ARTICLE 7 BONDING

7.1.1 Prior to the execution of the Contract, the successful Bidder shall furnish and pay for the surety bonds in the form found herewith. The County of Berks shall be named as obligee under the surety bonds. Costs of bonds shall be included in the Base Bid.

7.1.2 The stated principal amounts applicable to the contract bonds required shall be as follows:

1. Performance Bond – One hundred percent (100%) of the amount of the Contract Sum.

2. Payment Bond – One hundred percent (100%) of the amount of the Contract Sum.

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

7.1.4 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.

7.2 TIME OF DELIVERY AND FORM OF BONDS.

7.2.1 The Bidder shall deliver the required bonds to the Owner as set forth elsewhere in the Contract Documents, but in no event later than the date of execution of the Contract.

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 The Contract shall be executed by or on behalf of the successful Bidder in the following manner:

1. 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.

2. 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.

3. 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.

8.1.3 The form of the Contract will be executed by the County of Berks, as Owner.

8.1.4 The Project Manual, as well as all other Contract Documents, shall apply to this Contract.

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 In preparing the Project schedule, the Construction Manager or its agents, shall have the right to assign start times, completion times and intermittent out-of-sequence adjustments in an effort to complete the Work within the time frame in the Project schedule. All sequencing, directions and dates indicated are approximate and are subject to change by Owner without additional compensation to the successful Bidder. The Bidder understands and has incorporated into its Bid the fact that the attached schedule information is provided for milestone and general sequencing information only. Responsibility for coordination of the schedule and coordination of the Work rests solely with the various Contractors. 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

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. An extension of the Contract Time shall not be cause for an increase in the Contract Sum paid to the Contractor.

9.4 The Contractor shall begin work within five (5) days from the date of issuance of the Notice to Proceed by the Owner.

9.5 CONSTRUCTION TIME AND LIQUIDATED DAMAGES

The Contract between the Owner and Contractor will include a stipulation that the Work be completed in the time period specified in the Contract Documents. The Contract also includes a stipulation regarding liquidated damages in Paragraph 9.11 of the General Conditions.

9.6 NO DAMAGES FOR DELAY

The Contractor shall not be entitled to additional costs or damages even if the Contractor's performance of Work on the Project is delayed without fault on the Contractor's part, because of any event which is beyond the control of the Contractor such as area-wide labor disputes, extraordinarily severe weather, acts of God or other force majeure, even if the Contractor would have otherwise been able to perform all of its obligations under the Contract but for such delay.

No extension of time shall be allowed for any suspension, delay or interruption to the extent: (1) that performance would have been so suspended, delayed or interrupted by any other cause, including, but not limited to, the fault or negligence of the Contractor; or (2) for which any adjustment is expressly provided for or excluded by any other provision of the Contract.

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 performance under the Contract.

11.2 Bidders must provide with their bid a sample certificate of insurance evidencing, at minimum, the insurance coverage types and levels set forth in this ITB.

11.3 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.

11.4 The Contractor's General Liability policy shall include the CG2503 Designated Construction Project's Aggregate Limit or its equivalent.

ARTICLE 12 CONTRACT EXECUTION

12.1 The form of the Contract and the surety bonds will be delivered to the successful Bidder for execution. These, along with any additionally required documents, must be completed and returned to the Owner by 5:00 PM on the seventh (7th) full calendar day after the Award of Contract by the Owner. Failure to comply with this instruction may be grounds for rejection of the Bid.

ARTICLE 13 ALTERNATES

13.1 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.

13.2 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.

13.3 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.

13.4 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. In the event that incorporation of a substituted item or assembly into the Work will require revisions or additions to the Work of other construction contracts, the Contractor electing to use such materials, products, or assembly shall include the cost of such revisions or additions to the Work in its Bid.

13.5 Each Contractor is required to submit an Alternate Bid for each alternate. If no change in the Base Bid is required, enter "No Change".

ARTICLE 14 UNIT PRICES

14.1 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.

14.2 The Unit Prices shall include all costs required to perform the Work designated in the Unit Price, including, without limitation, all labor, material, equipment, insurance, taxes, overhead, profit, mark-ups, and all other General Condition items.

14.3 The Unit Prices shall strictly be used upon the written direction of the Architect.

14.4 The Unit Prices shall be applied for both credits or deletions to the Work or for additions to the Work.

14.5 Prior to the Award of the Contract, the Owner reserves the full right to accept or reject any or all Unit Prices.

ARTICLE 15 ALLOWANCES

15.1 Each Contractor shall include in its Bid the designated Base Bid Quantity Allowance amounts. The Base Bid Quantity Allowance values shall be included in the total lump sum bid.

15.2 The Architect will authorize in writing the expenditure of any of these Base Bid Quantity Allowance amounts.

15.3 The Contractor will not be allowed to spend any of the Base Bid Quantity Allowance amounts without the prior written authorization of the Architect. Failure on the part of the Contractor to adhere to this provision will cause the Contractor to not be reimbursed for Work completed but not authorized.

15.4 The Base Bid Quantity Allowance amounts will be adjusted via Change Orders to reflect the amount actually expended. Any unexpended amounts of the Base Bid Quantity Allowance amounts will be returned in full to the Owner via deduct Change Order.

ARTICLE 16 NON-COLLUSION AFFIDAVIT

16.1 Each Bidder shall complete and submit the Non-Collusion Affidavit, included in the Contract Documents, in accordance with the following:

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

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

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

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

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

6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the Bid.

ARTICLE 17 SECURITY PROTOCOLS

Bids shall be submitted on the basis of full and total compliance with the security protocols applicable to the Project site, including, but not limited to, the Security Protocols set forth in the Contract Documents.

ARTICLE 18 MOLD REMEDIATION

As may be stipulated in the Contract Documents

ARTICLE 19 GOVERNING LAWS AND REGULATIONS

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, including, but not limited to, the "Statutory Requirements" portion of Article 15 of the General Conditions.

ARTICLE 20 INABILITY TO CONSUMMATE FINANCING OR PROCEED

The Work to be performed for this Project is public work, financed by the Owner (a public body) by issuance of certain bonds, the issuance of which is subject to various qualifications and restrictions. The Owner, in good faith, intends to consummate such 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 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 21 – USE OF ELEVATORS

Contractors are advised that the facility elevator will NOT be available for use during construction. Multiple at grade entrances exist and a ramp connects Areas A and B on both levels.

END OF DOCUMENT

COUNTY OF BERKS
Renovations and Addition to the Keystone Regional Youth Center

BID FORM – GENERAL CONSTRUCTION

County of Berks
Controller's Office
Berks County Services Center
633 Court Street, 12th Floor
Reading, PA 19601

DATE _____

BIDDER _____

Attn: County Controller

Re: Renovations and Addition to the Keystone Regional Youth Center

The following Bid is submitted in response to your Invitation to Bid.

This Bid is submitted by:

Company Name: _____

Company Address: _____

_____

_____

Main Telephone: _____

Main Fax: _____

Communications and questions concerning this bid are to be directed to:

Contact Name / Title: _____

Contact Telephone: _____

Fax: _____

Contact Email: _____

Bidder's Handwritten Initials _____

In the event our company is awarded a contract as a result of the ITB and this bid, the following individual will serve as project liaison/manager:

Name / Title: _____

Office Address: _____

_____

_____

Telephone: _____

Fax: _____

Email: _____

This Bidder agrees to furnish the bonds required by Article 11, Paragraph 11.4 of the General Conditions, as modified by the Owner. Bid Security in the amount required by the Instructions to Bidders is enclosed. It is agreed that Bid Security shall be forfeited to the addressee if this Bidder does not, within seven (7) days after notification of Award of Contract, enter into a Contract for the construction proposed, furnish the Performance Bond and the Payment Bond required by the Bidding Documents and provide the required insurance.

This Bidder has carefully examined the Bidding Documents and the Project site, and certifies that it fully understands the requirements thereof. This Bidder agrees that, after notification of Award of Contract, it will furnish and deliver materials, water, tools, equipment, light, heat, power, tests, transportation, secure permits and licenses, do and perform labor, superintendence and means of construction, pay fees and do incidental Work, and execute, construct and finish the aforesaid in an expeditious, substantial and workmanlike manner, in accordance with the Bidding Documents to the complete satisfaction and acceptance of the Owner for the price hereinafter stated.

As set forth in Article 8, Subparagraph 8.2.4 and Article 9, Subparagraph 9.11 of the General Conditions, Bidder submits this Bid with the understanding that the Renovation and Addition to the Keystone Regional Youth Center encompassed in the Bidding Documents shall be commenced immediately upon receipt of the Notice to Proceed and shall be fully and finally completed in accordance with the Project schedule established by the Owner, and that time for the completion of the Work shall be considered as of the essence of this Contract, and that for the costs of extra inspections, salaries of contingent forces and other expenses entailed by the Owner by delay in completing the Contract, said Owner shall be entitled to access liquidated damages in the fixed sum of Two Thousand Five Hundred Dollars ($2,500.00), per Contractor, per calendar

day, for the first Seven (7) days after the established completion deadline, Five Thousand Dollars ($5,000.00), per Contractor, per calendar day, for the following Seven (7) days, and Seven Thousand Five Hundred Dollars ($7,500.00), per Contractor, per calendar day, for each day thereafter until the Date of Substantial Completion as liquidated damages for each and every days' delay, not caused by the Owner. The Owner may, at the Owner's discretion, retain these liquidated damages from any payments due to the Contractor. This provision shall apply to each and every phase of construction.

In addition to the foregoing and without limiting the foregoing, the Contractor and Contractor's Surety shall be jointly and severally liable for and shall pay the Owner the costs incurred by the Owner resulting from the Contractor's delay in submitting Shop Drawings, Product Data, Samples and similar submittals beyond the required number of days specified for such submittals as provided in the Contract Documents as liquidated damages, and not as a penalty, in the amount of Five Hundred Dollars ($500.00) per calendar day, for each calendar day of delay until such submittal has been properly submitted as provided in the Contract Documents. The Owner may, at the Owner's discretion, retain these liquidated damages from any payments due to the Contractor. All submittals shall be received from the Contractors by the earlier of the date set forth in the Contract Documents, if applicable, or within ninety (90) days of the Notice to Proceed.

Bidder understands that the Award of Contract will be preconditioned on submittal to the Owner and the Architect, of a Certificate of Insurance as outlined in the General Conditions, within seven (7) days after notification of Award of Contract is received by this Contractor.

Bidder understands the following supplements to the Bid Form must be submitted concurrent with this bid submission.

Bid Bond Form and Consent of Surety
Substitution List
Non-Collusion Affidavit
Bidder's Qualifications (AIA Document A305, 1986 edition)
Bidder's Qualification Form Supplement
Bidder's Financial Disclosure Form
Sample Certificate of Insurance evidencing limits required herein
Worker Protection and Investment Certification Form BOP-2201
Commonwealth of Pennsylvania Public Works Employment Verification Form for Bidder

Bidder understands the following supplement to the Bid Form must be submitted within seven (7) calendar days after receipt of the Notice of Intent to Award.

Equipment Suppliers List
Subcontractors List

Bidder's Handwritten Initials _____

Employment Verification Form as required by Act No. 127
Performance Bond
Payment Bond
Certificate of Insurance evidencing the limits and including the additional insured language required herein

It is agreed that Bid Security shall be forfeited to the addressee if this Bidder does not, within **(i) five (5) days after the Notice of Intent to Award a Contract submit the Verification Forms required by the Public Works Employment Verification Act on behalf of itself and each of its Subcontractors and (ii)** seven (7) days after notification of Award of Contract, enter into a Contract for the construction proposed, furnish the Performance Bond and the Payment Bond required by the Bidding Documents and provide the required insurance.

This Bid is submitted with the definite understanding that Bids are valid for acceptance by the Owner and may not be withdrawn for a period of at least sixty (60) days after the actual date of the opening thereof unless the award of the Contract is delayed due to required approvals of other governmental agencies, or sale of bonds, in which case, Bids shall be irrevocable for one hundred twenty (120) days in compliance with Act 1978-317, approved November 26, 1978.

It is understood that the Owner reserves the right to reject any or all Bids, or part thereof or items therein, and to waive technicalities required for the best interests of the Owner. Omission of any information may be sufficient cause for rejection of this Bid. It is further understood that competency and responsibility of Bidders will receive consideration before the Award of Contract.

The undersigned will not assign his Bid or any of his rights or interests thereunder without the written consent of the Owner.

The Base Bid and other required information are submitted in the spaces provided. Handwritten initials on each page of this Bid Form identify each as a part of this Bid.

BASE BID

The sum of _____Dollars

(includes Allowances listed below)

($_____) for the County of Berks Renovations and Addition to the Keystone Regional Youth Center Project.

Bidder's Handwritten Initials _____

ALLOWANCES – See Section 01 21 00

The Bidder certifies that the aforementioned allowances are INCLUDED in each Bid Amount.

1. Allowance GC1: Subcontractor Allowance for Door Hardware: (to be issued via Addendum)

ALTERNATES

The following listed alternate prices shall be filled in and submitted with the Bid Form. It is agreed that all Work to be performed under accepted alternate prices shall conform to the applicable Contract Documents, and shall include all Work in connection with or consequent to the alternate price Work to produce a complete installation.

Alternate prices shall be inclusive of the cost of materials, work, profit, supervision, administration and any and all other costs in connection therewith for Work in place and accepted or omitted as the case may be, and shall hold for the same period as the Bid.

The undersigned hereby proposes the following prices for Alternates, the selection of which shall be at the Owner's option:

Alternate No. GC-01: Repainting Barrel Vault Standing Seam Metal Roofs: ADD the cost of work associated with the cleaning, surface rust removal, preparation, priming and finish painting of approximately 885 square feet of existing barrel vault roofs.

ADD _____ Dollars ($_____)

UNIT PRICES

The Contractor is required to bid unit prices on the following items as identified below. If any extra Work is required in these categories beyond the Contract requirements, the unit prices shall be used as a basis for determining the amount of additional payment to the Contractor. If any deletions are to be made in these categories, the unit prices shall be used as the basis for determining the credit the Owner is entitled to receive. The Owner reserves the right to reject any unit price which is unreasonable or unbalanced, as compared with prevailing costs, or as compared with the unit prices submitted by the other bidders for this Project. The Owner reserves the right to ask for a revised unit price before or after the Contracts are signed.

Unit Price GC-01: Sealing of Floor Cracks $_____/lineal foot

Unit Price GC-02: Exterior Sealants $_____/lineal foot

Bidder's Handwritten Initials _____

Unit Price GC-03: Security Ceiling **$_____/square foot**

Unit Price GC-04: Detention Door Locks **$_____/Lock Set/Door**

Unit Price GC-05: Replace Asphalt Shingles **$_____/square foot**

Unit Price GC-06: Replace Lightening Arrestor Points **$_____/point**

ADDENDA

The Bidder acknowledges receipt of Addenda listed below which have been issued during the bidding period and agrees that said Addenda shall become part of the Contract (Bidder shall list numbers and dates of Addenda received).

No. _____ Date _____ No. _____ Date _____

No. _____ Date _____ No. _____ Date _____

No. _____ Date _____ No. _____ Date _____

No. _____ Date _____ No. _____ Date _____

No. _____ Date _____ No. _____ Date _____

IDENTIFICATION OF BIDDER

Company _____ Phone_____

Address _____

_____

Please check the appropriate category:

_____ Sole Proprietorship _____ Partnership
_____ Pennsylvania Corporation _____ Foreign Corporation Registered in PA

The undersigned hereby certifies that this Bid is genuine and not sham, collusive or fraudulent or made in the interest of or on behalf of any person, firm, or corporation not herein named; and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a

Bidder's Handwritten Initials _____

sham Bid, or any other person, firm or corporation from bidding, and that the undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

SIGNATURES

COMPANY NAME

FEDERAL ID#_____

_____

STREET ADDRESS PO BOX CITY STATE ZIP

_____ _____

TELEPHONE # FAX #

Witness or Attest:

_____ _____

An Officer, if Bidder is corporation, if not Owner, Partner, or President/Vice President* corporation, any competent adult

* Bidder to circle appropriate term.

END OF DOCUMENT

Bidder's Handwritten Initials _____

COUNTY OF BERKS
Renovations and Addition to the Keystone Regional Youth Center

BID FORM – PLUMBING CONSTRUCTION

County of Berks
Controller's Office
Berks County Services Center
633 Court Street, 12th Floor
Reading, PA 19601

DATE
_____

BIDDER
_____

Attn: County Controller

Re: Renovations and Addition to the Keystone Regional Youth Center

The following Bid is submitted in response to your Invitation to Bid.

This Bid is submitted by:

Company Name: _____

Company Address: _____

_____

_____

Main Telephone: _____

Main Fax: _____

Communications and questions concerning this bid are to be directed to:

Contact Name / Title: _____

Contact Telephone: _____

Fax: _____

Contact Email: _____

Addendum One
Bidder's Handwritten Initials _____

In the event our company is awarded a contract as a result of the ITB and this bid, the following individual will serve as project liaison/manager:

Name / Title: _____

Office Address: _____

_____

_____

Telephone: _____

Fax: _____

Email: _____

This Bidder agrees to furnish the bonds required by Article 11, Paragraph 11.4 of the General Conditions, as modified by the Owner. Bid Security in the amount required by the Instructions to Bidders is enclosed. It is agreed that Bid Security shall be forfeited to the addressee if this Bidder does not, within seven (7) days after notification of Award of Contract, enter into a Contract for the construction proposed, furnish the Performance Bond and the Payment Bond required by the Bidding Documents and provide the required insurance.

This Bidder has carefully examined the Bidding Documents and the Project site, and certifies that it fully understands the requirements thereof. This Bidder agrees that, after notification of Award of Contract, it will furnish and deliver materials, water, tools, equipment, light, heat, power, tests, transportation, secure permits and licenses, do and perform labor, superintendence and means of construction, pay fees and do incidental Work, and execute, construct and finish the aforesaid in an expeditious, substantial and workmanlike manner, in accordance with the Bidding Documents to the complete satisfaction and acceptance of the Owner for the price hereinafter stated.

As set forth in Article 8, Subparagraph 8.2.4 and Article 9, Subparagraph 9.11 of the General Conditions, Bidder submits this Bid with the understanding that the Renovation and Addition to the Keystone Regional Youth Center encompassed in the Bidding Documents shall be commenced immediately upon receipt of the Notice to Proceed and shall be fully and finally completed in accordance with the Project schedule established by the Owner, and that time for the completion of the Work shall be considered as of the essence of this Contract, and that for the costs of extra inspections, salaries of contingent forces and other expenses entailed by the Owner by delay in completing the Contract, said Owner shall be entitled to access liquidated damages in the fixed sum of Two Thousand Five Hundred Dollars ($2,500.00), per Contractor, per calendar day, for the first Seven (7) days after the established completion deadline, Five Thousand Dollars ($5,000.00),

per Contractor, per calendar day, for the following Seven (7) days, and Seven Thousand Five Hundred Dollars ($7,500.00), per Contractor, per calendar day, for each day thereafter until the Date of Substantial Completion as liquidated damages for each and every days' delay, not caused by the Owner. The Owner may, at the Owner's discretion, retain these liquidated damages from any payments due to the Contractor. This provision shall apply to each and every phase of construction.

In addition to the foregoing and without limiting the foregoing, the Contractor and Contractor's Surety shall be jointly and severally liable for and shall pay the Owner the costs incurred by the Owner resulting from the Contractor's delay in submitting Shop Drawings, Product Data, Samples and similar submittals beyond the required number of days specified for such submittals as provided in the Contract Documents as liquidated damages, and not as a penalty, in the amount of Five Hundred Dollars ($500.00) per calendar day, for each calendar day of delay until such submittal has been properly submitted as provided in the Contract Documents. The Owner may, at the Owner's discretion, retain these liquidated damages from any payments due to the Contractor. All submittals shall be received from the Contractors by the earlier of the date set forth in the Contract Documents, if applicable, or within ninety (90) days of the Notice to Proceed.

Bidder understands that the Award of Contract will be preconditioned on submittal to the Owner and the Architect, of a Certificate of Insurance as outlined in the General Conditions, within seven (7) days after notification of Award of Contract is received by this Contractor.

Bidder understands the following supplements to the Bid Form must be submitted concurrent with this bid submission.

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Bidder's Qualification Form Supplement
Bidder's Financial Disclosure Form
Sample Certificate of Insurance evidencing limits required herein
Worker Protection and Investment Certification Form BOP-2201
Commonwealth of Pennsylvania Public Works Employment Verification Form for Bidder

Bidder understands the following supplement to the Bid Form must be submitted within seven (7) calendar days after receipt of the Notice of Intent to Award.

Addendum One
Bidder's Handwritten Initials _____

Equipment Suppliers List
Subcontractors List
Employment Verification Form as required by Act No. 127
Performance Bond
Payment Bond
Certificate of Insurance evidencing the limits and including the additional insured language required herein

It is agreed that Bid Security shall be forfeited to the addressee if this Bidder does not, within **(i) five (5) days after the Notice of Intent to Award a Contract submit the Verification Forms required by the Public Works Employment Verification Act on behalf of itself and each of its Subcontractors and (ii)** seven (7) days after notification of Award of Contract, enter into a Contract for the construction proposed, furnish the Performance Bond and the Payment Bond required by the Bidding Documents and provide the required insurance.

This Bid is submitted with the definite understanding that Bids are valid for acceptance by the Owner and may not be withdrawn for a period of at least sixty (60) days after the actual date of the opening thereof unless the award of the Contract is delayed due to required approvals of other governmental agencies, or sale of bonds, in which case, Bids shall be irrevocable for one hundred twenty (120) days in compliance with Act 1978-317, approved November 26, 1978.

It is understood that the Owner reserves the right to reject any or all Bids, or part thereof or items therein, and to waive technicalities required for the best interests of the Owner. Omission of any information may be sufficient cause for rejection of this Bid. It is further understood that competency and responsibility of Bidders will receive consideration before the Award of Contract.

The undersigned will not assign his Bid or any of his rights or interests thereunder without the written consent of the Owner.

The Base Bid and other required information are submitted in the spaces provided. Handwritten initials on each page of this Bid Form identify each as a part of this Bid.

BASE BID
The sum of _____Dollars

($_____) for the County of Berks Renovations and Addition to the Keystone Regional Youth Center Project.

ALTERNATES – NOT USED

QUANTITY ALLOWANCES – NOT USED

Addendum One
Bidder's Handwritten Initials _____

UNIT PRICES

The Contractor is required to bid unit prices on the following items as identified below. If any extra Work is required in these categories beyond the Contract requirements, the unit prices shall be used as a basis for determining the amount of additional payment to the Contractor. If any deletions are to be made in these categories, the unit prices shall be used as the basis for determining the credit the Owner is entitled to receive. The Owner reserves the right to reject any unit price which is unreasonable or unbalanced, as compared with prevailing costs, or as compared with the unit prices submitted by the other bidders for this Project. The Owner reserves the right to ask for a revised unit price before or after the Contracts are signed.

Unit Price PC-01: Security Sprinkler Heads $_____/per head

ADDENDA

The Bidder acknowledges receipt of Addenda listed below which have been issued during the bidding period and agrees that said Addenda shall become part of the Contract (Bidder shall list numbers and dates of Addenda received).

No. _____ Date _____ No. _____ Date _____

No. _____ Date _____ No. _____ Date _____

No. _____ Date _____ No. _____ Date _____

No. _____ Date _____ No. _____ Date _____

No. _____ Date _____ No. _____ Date _____

IDENTIFICATION OF BIDDER

Company _____ Phone_____

Address _____

_____

Please check the appropriate category:

_____ Sole Proprietorship _____ Partnership
_____ Pennsylvania Corporation _____ Foreign Corporation Registered in PA

Addendum One
Bidder's Handwritten Initials _____

The undersigned hereby certifies that this Bid is genuine and not sham, collusive or fraudulent or made in the interest of or on behalf of any person, firm, or corporation not herein named; and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a sham Bid, or any other person, firm or corporation from bidding, and that the undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

SIGNATURES

COMPANY NAME

FEDERAL ID#_____

_____

STREET ADDRESS PO BOX CITY STATE ZIP

_____ _____

TELEPHONE # FAX #

Witness or Attest:

_____ _____

An Officer, if Bidder is corporation, if not Owner, Partner, or President/Vice President* corporation, any competent adult

* Bidder to circle appropriate term.

END OF DOCUMENT

Addendum One
Bidder's Handwritten Initials _____

COUNTY OF BERKS
Renovations and Addition to the Keystone Regional Youth Center

BID FORM – HVAC CONSTRUCTION

County of Berks
Controller's Office
Berks County Services Center
633 Court Street, 12th Floor
Reading, PA 19601

DATE
_____

BIDDER
_____

Attn: County Controller

Re: Renovations and Addition to the Keystone Regional Youth Center

The following Bid is submitted in response to your Invitation to Bid.

This Bid is submitted by:

Company Name: _____

Company Address: _____

_____

_____

Main Telephone: _____

Main Fax: _____

Communications and questions concerning this bid are to be directed to:

Contact Name / Title: _____

Contact Telephone: _____

Fax: _____

Contact Email: _____

Addendum One
Bidder's Handwritten Initials _____

In the event our company is awarded a contract as a result of the ITB and this bid, the following individual will serve as project liaison/manager:

Name / Title: _____

Office Address: _____

_____

_____

Telephone: _____

Fax: _____

Email: _____

This Bidder agrees to furnish the bonds required by Article 11, Paragraph 11.4 of the General Conditions, as modified by the Owner. Bid Security in the amount required by the Instructions to Bidders is enclosed. It is agreed that Bid Security shall be forfeited to the addressee if this Bidder does not, within seven (7) days after notification of Award of Contract, enter into a Contract for the construction proposed, furnish the Performance Bond and the Payment Bond required by the Bidding Documents and provide the required insurance.

This Bidder has carefully examined the Bidding Documents and the Project site, and certifies that it fully understands the requirements thereof. This Bidder agrees that, after notification of Award of Contract, it will furnish and deliver materials, water, tools, equipment, light, heat, power, tests, transportation, secure permits and licenses, do and perform labor, superintendence and means of construction, pay fees and do incidental Work, and execute, construct and finish the aforesaid in an expeditious, substantial and workmanlike manner, in accordance with the Bidding Documents to the complete satisfaction and acceptance of the Owner for the price hereinafter stated.

As set forth in Article 8, Subparagraph 8.2.4 and Article 9, Subparagraph 9.11 of the General Conditions, Bidder submits this Bid with the understanding that the Renovation and Addition to the Keystone Regional Youth Center encompassed in the Bidding Documents shall be commenced immediately upon receipt of the Notice to Proceed and shall be fully and finally completed in accordance with the Project schedule established by the Owner, and that time for the completion of the Work shall be considered as of the essence of this Contract, and that for the costs of extra inspections, salaries of contingent forces and other expenses entailed by the Owner by delay in completing the Contract, said Owner shall be entitled to access liquidated damages in the fixed sum of Two Thousand Five Hundred Dollars ($2,500.00), per Contractor, per calendar day, for the first Seven (7) days after the established completion deadline, Five Thousand Dollars ($5,000.00), per Contractor, per calendar day, for the following Seven (7) days, and Seven Thousand Five

Hundred Dollars ($7,500.00), per Contractor, per calendar day, for each day thereafter until the Date of Substantial Completion as liquidated damages for each and every days' delay, not caused by the Owner. The Owner may, at the Owner's discretion, retain these liquidated damages from any payments due to the Contractor. This provision shall apply to each and every phase of construction.

In addition to the foregoing and without limiting the foregoing, the Contractor and Contractor's Surety shall be jointly and severally liable for and shall pay the Owner the costs incurred by the Owner resulting from the Contractor's delay in submitting Shop Drawings, Product Data, Samples and similar submittals beyond the required number of days specified for such submittals as provided in the Contract Documents as liquidated damages, and not as a penalty, in the amount of Five Hundred Dollars ($500.00) per calendar day, for each calendar day of delay until such submittal has been properly submitted as provided in the Contract Documents. The Owner may, at the Owner's discretion, retain these liquidated damages from any payments due to the Contractor. All submittals shall be received from the Contractors by the earlier of the date set forth in the Contract Documents, if applicable, or within ninety (90) days of the Notice to Proceed.

Bidder understands that the Award of Contract will be preconditioned on submittal to the Owner and the Architect, of a Certificate of Insurance as outlined in the General Conditions, within seven (7) days after notification of Award of Contract is received by this Contractor.

Bidder understands the following supplements to the Bid Form must be submitted concurrent with this bid submission.

Bid Bond Form and Consent of Surety
Substitution List
Non-Collusion Affidavit
Bidder's Qualifications (AIA Document A305, 1986 edition)
Bidder's Qualification Form Supplement
Bidder's Financial Disclosure Form
Sample Certificate of Insurance evidencing limits required herein
Worker Protection and Investment Certification Form BOP-2201
Commonwealth of Pennsylvania Public Works Employment Verification Form for Bidder

Bidder understands the following supplement to the Bid Form must be submitted within seven (7) calendar days after receipt of the Notice of Intent to Award.

Equipment Suppliers List
Subcontractors List
Employment Verification Form as required by Act No. 127
Performance Bond
Payment Bond

Addendum One
Bidder's Handwritten Initials _____

Certificate of Insurance evidencing the limits and including the additional insured language required herein

It is agreed that Bid Security shall be forfeited to the addressee if this Bidder does not, within **(i) five (5) days after the Notice of Intent to Award a Contract submit the Verification Forms required by the Public Works Employment Verification Act on behalf of itself and each of its Subcontractors and (ii)** seven (7) days after notification of Award of Contract, enter into a Contract for the construction proposed, furnish the Performance Bond and the Payment Bond required by the Bidding Documents and provide the required insurance.

This Bid is submitted with the definite understanding that Bids are valid for acceptance by the Owner and may not be withdrawn for a period of at least sixty (60) days after the actual date of the opening thereof unless the award of the Contract is delayed due to required approvals of other governmental agencies, or sale of bonds, in which case, Bids shall be irrevocable for one hundred twenty (120) days in compliance with Act 1978-317, approved November 26, 1978.

It is understood that the Owner reserves the right to reject any or all Bids, or part thereof or items therein, and to waive technicalities required for the best interests of the Owner. Omission of any information may be sufficient cause for rejection of this Bid. It is further understood that competency and responsibility of Bidders will receive consideration before the Award of Contract.

The undersigned will not assign his Bid or any of his rights or interests thereunder without the written consent of the Owner.

The Base Bid and other required information are submitted in the spaces provided. Handwritten initials on each page of this Bid Form identify each as a part of this Bid.

BASE BID

The sum of _____Dollars

(includes Allowance listed below)

($_____) for the County of Berks Renovations and Addition to the Keystone Regional Youth Center Project.

ALLOWANCES – See Section 01 21 00

The Bidder Certifies that the aforementioned allowances are INCLUDED in each Bid Amount.

1. Allowance MC1: NRG Controls and Management System Scope of Work **($445,200.00)**

Addendum One

Bidder's Handwritten Initials _____

ALTERNATES – NOT USED

UNIT PRICES – NOT USED

ADDENDA

The Bidder acknowledges receipt of Addenda listed below which have been issued during the bidding period and agrees that said Addenda shall become part of the Contract (Bidder shall list numbers and dates of Addenda received).

No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____

IDENTIFICATION OF BIDDER

Company _____ Phone_____

Address _____

_____

Please check the appropriate category:

_____ Sole Proprietorship	_____ Partnership
_____ Pennsylvania Corporation	_____ Foreign Corporation Registered in PA

The undersigned hereby certifies that this Bid is genuine and not sham, collusive or fraudulent or made in the interest of or on behalf of any person, firm, or corporation not herein named; and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a sham Bid, or any other person, firm or corporation from bidding, and that the undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

Addendum One
Bidder's Handwritten Initials _____

SIGNATURES

COMPANY NAME

FEDERAL ID#_____

_____

STREET ADDRESS PO BOX CITY STATE ZIP

_____ _____

TELEPHONE # FAX #

Witness or Attest:

_____ _____

An Officer, if Bidder is corporation, if not Owner, Partner, or President/Vice President* corporation, any competent ad

* Bidder to circle appropriate term.

END OF DOCUMENT

Addendum One

Bidder's Handwritten Initials _____

COUNTY OF BERKS
Renovations and Addition to the Keystone Regional Youth Center

BID FORM – ELECTRICAL CONSTRUCTION

County of Berks
Controller's Office
Berks County Services Center
633 Court Street, 12th Floor
Reading, PA 19601

DATE
_____

BIDDER
_____

Attn: County Controller

Re: Renovations and Addition to the Keystone Regional Youth Center

The following Bid is submitted in response to your Invitation to Bid.

This Bid is submitted by:

Company Name: _____

Company Address: _____

_____

_____

Main Telephone: _____

Main Fax: _____

Communications and questions concerning this bid are to be directed to:

Contact Name / Title: _____

Contact Telephone: _____

Fax: _____

Contact Email: _____

In the event our company is awarded a contract as a result of the ITB and this bid, the following individual will serve as project liaison/manager:

Name / Title: _____

Office Address: _____

_____

_____

Telephone: _____

Fax: _____

Email: _____

This Bidder agrees to furnish the bonds required by Article 11, Paragraph 11.4 of the General Conditions, as modified by the Owner. Bid Security in the amount required by the Instructions to Bidders is enclosed. It is agreed that Bid Security shall be forfeited to the addressee if this Bidder does not, within seven (7) days after notification of Award of Contract, enter into a Contract for the construction proposed, furnish the Performance Bond and the Payment Bond required by the Bidding Documents and provide the required insurance.

This Bidder has carefully examined the Bidding Documents and the Project site, and certifies that it fully understands the requirements thereof. This Bidder agrees that, after notification of Award of Contract, it will furnish and deliver materials, water, tools, equipment, light, heat, power, tests, transportation, secure permits and licenses, do and perform labor, superintendence and means of construction, pay fees and do incidental Work, and execute, construct and finish the aforesaid in an expeditious, substantial and workmanlike manner, in accordance with the Bidding Documents to the complete satisfaction and acceptance of the Owner for the price hereinafter stated.

As set forth in Article 8, Subparagraph 8.2.4 and Article 9, Subparagraph 9.11 of the General Conditions, Bidder submits this Bid with the understanding that the Renovation and Addition to the Keystone Regional Youth Center encompassed in the Bidding Documents shall be commenced immediately upon receipt of the Notice to Proceed and shall be fully and finally completed in accordance with the Project schedule established by the Owner, and that time for the completion of the Work shall be considered as of the essence of this Contract, and that for the costs of extra inspections, salaries of contingent forces and other expenses entailed by the Owner by delay in completing the Contract, said Owner shall be entitled to access liquidated damages in the fixed sum of Two Thousand Five Hundred Dollars ($2,500.00), per Contractor, per calendar day, for the first Seven (7) days after the established completion deadline, Five Thousand Dollars ($5,000.00), per Contractor, per calendar day, for the following Seven (7) days, and Seven Thousand Five Hundred Dollars ($7,500.00), per Contractor, per calendar day, for each day thereafter until the Date of Substantial Completion as liquidated damages for each and every days' delay, not caused by the Owner. The Owner may, at the Owner’s discretion, retain these liquidated damages from any payments due to the Contractor. This provision shall apply to each and every phase of construction.

Addendum One
Bidder's Handwritten Initials _____

In addition to the foregoing and without limiting the foregoing, the Contractor and Contractor's Surety shall be jointly and severally liable for and shall pay the Owner the costs incurred by the Owner resulting from the Contractor's delay in submitting Shop Drawings, Product Data, Samples and similar submittals beyond the required number of days specified for such submittals as provided in the Contract Documents as liquidated damages, and not as a penalty, in the amount of Five Hundred Dollars ($500.00) per calendar day, for each calendar day of delay until such submittal has been properly submitted as provided in the Contract Documents. The Owner may, at the Owner's discretion, retain these liquidated damages from any payments due to the Contractor. All submittals shall be received from the Contractors by the earlier of the date set forth in the Contract Documents, if applicable, or within ninety (90) days of the Notice to Proceed.

Bidder understands that the Award of Contract will be preconditioned on submittal to the Owner and the Architect, of a Certificate of Insurance as outlined in the General Conditions, within seven (7) days after notification of Award of Contract is received by this Contractor.

Bidder understands the following supplements to the Bid Form must be submitted concurrent with this bid submission.

Bid Bond Form and Consent of Surety
Substitution List
Non-Collusion Affidavit
Bidder's Qualifications (AIA Document A305, 1986 edition)
Bidder's Qualification Form Supplement
Bidder's Financial Disclosure Form
Sample Certificate of Insurance evidencing limits required herein
Worker Protection and Investment Certification Form BOP-2201
Commonwealth of Pennsylvania Public Works Employment Verification Form for Bidder

Bidder understands the following supplement to the Bid Form must be submitted within seven (7) calendar days after receipt of the Notice of Intent to Award.

Equipment Suppliers List
Subcontractors List
Employment Verification Form as required by Act No. 127
Performance Bond
Payment Bond
Certificate of Insurance evidencing the limits and including the additional insured language required herein

It is agreed that Bid Security shall be forfeited to the addressee if this Bidder does not, within **(i) five (5) days after the Notice of Intent to Award a Contract submit the Verification Forms required by the Public Works Employment Verification Act on behalf of itself and each of its Subcontractors and (ii)** seven (7) days after notification of Award of Contract, enter into a

Contract for the construction proposed, furnish the Performance Bond and the Payment Bond required by the Bidding Documents and provide the required insurance.

This Bid is submitted with the definite understanding that Bids are valid for acceptance by the Owner and may not be withdrawn for a period of at least sixty (60) days after the actual date of the opening thereof unless the award of the Contract is delayed due to required approvals of other governmental agencies, or sale of bonds, in which case, Bids shall be irrevocable for one hundred twenty (120) days in compliance with Act 1978-317, approved November 26, 1978.

It is understood that the Owner reserves the right to reject any or all Bids, or part thereof or items therein, and to waive technicalities required for the best interests of the Owner. Omission of any information may be sufficient cause for rejection of this Bid. It is further understood that competency and responsibility of Bidders will receive consideration before the Award of Contract.

The undersigned will not assign his Bid or any of his rights or interests thereunder without the written consent of the Owner.

The Base Bid and other required information are submitted in the spaces provided. Handwritten initials on each page of this Bid Form identify each as a part of this Bid.

BASE BID

The sum of _____Dollars

(includes Allowances listed below)

($_____) for the County of Berks Renovations and Addition to the Keystone Regional Youth Center Project.

ALLOWANCES – See Section 01 21 00

The Bidder Certifies that the aforementioned allowances are INCLUDED in each Bid Amount.

1. Allowance EC1: TWG Access Control Scope of Work (to be issued via Addendum)
2. Allowance EC2: TWG Surveillance Scope of Work (to be issued via Addendum)
3. Allowance EC3: NRG Fire Alarm Scop of Work (to be issued via Addendum)

ALTERNATES – NOT USED

UNIT PRICES

The Contractor is required to bid unit prices on the following items as identified below. If any extra Work is required in these categories beyond the Contract requirements, the unit prices shall be used as a basis for determining the amount of additional payment to the Contractor. If any deletions are to be made in these categories, the unit prices shall be used as the basis for determining the credit the Owner is entitled to receive. The Owner reserves the right to reject any unit price which is unreasonable or unbalanced, as compared with prevailing costs, or as compared with the unit prices submitted by the other bidders for this Project. The Owner reserves the right to ask for a revised unit price before or after the Contracts are signed.

Unit Price EC-01: Detention Hardware Set #xx **$_____/per set**

Unit Price EC-02: Detention Hardware Set #xx **$_____/per set**

ADDENDA

The Bidder acknowledges receipt of Addenda listed below which have been issued during the bidding period and agrees that said Addenda shall become part of the Contract (Bidder shall list numbers and dates of Addenda received).

No. _____ Date _____ No. _____ Date _____

No. _____ Date _____ No. _____ Date _____

No. _____ Date _____ No. _____ Date _____

No. _____ Date _____ No. _____ Date _____

No. _____ Date _____ No. _____ Date _____

IDENTIFICATION OF BIDDER

Company _____ Phone_____

Address _____

_____

Please check the appropriate category:

_____ Sole Proprietorship _____ Partnership
_____ Pennsylvania Corporation _____ Foreign Corporation Registered in PA

Addendum One
Bidder's Handwritten Initials _____

The undersigned hereby certifies that this Bid is genuine and not sham, collusive or fraudulent or made in the interest of or on behalf of any person, firm, or corporation not herein named; and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a sham Bid, or any other person, firm or corporation from bidding, and that the undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

SIGNATURES

COMPANY NAME

FEDERAL ID#_____

_____

STREET ADDRESS PO BOX CITY STATE ZIP

_____ _____

TELEPHONE # FAX #

Witness or Attest:

_____ _____

An Officer, if Bidder is corporation, if not Owner, Partner, or President/Vice President* corporation, any competent ad

* Bidder to circle appropriate term.

END OF DOCUMENT

Addendum One

Bidder's Handwritten Initials _____

COUNTY OF BERKS
Renovations and Addition to the Keystone Regional Youth Center
BIDDER'S QUALIFICATION FORM SUPPLEMENT

This document is to be used as a supplement to AIA Document A305, 1986 Edition – Contractor's Qualification Statement.

Company Name _____

Amount (In Dollars) of Work Completed Last Year $ _____

Bonding Company _____

Phone _____

Bonding Limit _____

Bidder's Remaining Bonding Capacity _____

Architect/Engineer References (3):

1._____

Phone:_____

2._____

Phone:_____

3._____

Phone:_____

Owner References (3):

1._____

Phone:_____

2._____

Phone:_____

3._____

Phone:_____

List of Projects, Construction Costs, Name, Address and Telephone Number of person to contact for all projects completed in the past calendar year. (If additional space is required, add attachment to this form using the Contractor's own letterhead).

BIDDER'S PAST WORK HISTORY

List similar projects completed in the past three (3) years with the Owner's name, address, phone number and contact person.

PROJECT OWNER/CONTACT PERSON ADDRESS/TELEPHONE NO.

_____

_____

_____

_____

_____

_____

Bidder_____ Phone (___)_____

END OF DOCUMENT

COUNTY OF BERKS
Renovations and Addition to the Keystone Regional Youth Center

BIDDER'S FINANCIAL DISCLOSURE FORM

Company Name _____

Company Address _____

Number of Years in Business _____

In What Commonwealth/State is the Company Licensed to Operate? _____

Has the Company, or any of its Officers, ever defaulted on a Construction Contract? _____

If yes, please explain _____

Has the Company ever been terminated, prior to completion of a Construction Contract? _____

If yes, please explain _____

Has the Company, or any of its Officers, ever been debarred from Public Work? _____

If yes, please explain _____

Has the Company ever terminated a Construction Contract, prior to Completion? _____

If yes, please explain _____

Is the Company presently involved in Litigation? _____

If yes, provide detailed information.

FINANCIAL INSTITUTION REFERENCES:

1. Name _____ Contact _____
   Address _____ Phone _____
2. Name _____ Contact _____
   Address _____ Phone _____
3. Name _____ Contact _____
   Address _____ Phone _____

(On Company letterhead) Attach to this form:

1. Company's Financial Statement for past TWO (2) CALENDAR YEARS.
2. Company's Current Balance Sheet.

END OF DOCUMENT

COUNTY OF BERKS
Renovations and Addition to the Keystone Regional Youth Center

SUBSTITUTION LIST

The following is the list of Alternate/Substitute Equipment or material included within the Bid submitted by:

_____ to
(Bidder)

_____
(Owner)

dated _____ and which is an integral part of the Bid Form.

SPECIFICATION SECTION NO.	COMPONENT DESCRIPTION	SPECIFIED MANUFACTURER	ALTERNATE/ SUBSTITUTE MANUFACTURER

COUNTY OF BERKS
Renovations and Addition to the Keystone Regional Youth Center

EQUIPMENT SUPPLIERS LIST

Herewith is the List of the Suppliers of Equipment to be installed in the Project referenced in the Bid submitted by:

(Bidder)

_____ to

(Owner)

_____

dated _____ and which is an integral part of the Bid Form.

EQUIPMENT COMPONENTS OR ITEMS	SUPPLIER / TELEPHONE NO.
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

COUNTY OF BERKS
Renovations and Addition to the Keystone Regional Youth Center

SUBCONTRACTORS LIST

Herewith is the List of Subcontractors who will perform the Work on the Project referenced in the Bid submitted by:

(Bidder)

_____ to

(Owner)

_____

dated _____ and which is an integral part of the Bid Form.

The following Work will be performed or provided by the named Subcontractors and coordinated by us:

SECTION OF WORK (SPEC SECTION)	SUBCONTRACTOR / TELEPHONE NO.
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

COUNTY OF BERKS
Renovations and Addition to the Keystone Regional Youth Center

NON-COLLUSION AFFIDAVIT

CONTRACT NO. _____

Commonwealth of Pennsylvania :
: s.s.
County of _____ :

I state that I am _____ of _____ the Bidder
(Title) (Name of My Company),
that submitted the attached Bid and that I am authorized to make this affidavit on behalf of my company, its owners, directors, and officers. I am the person responsible in my company for the price(s) and the amount of this Bid.

I state that:

(1) The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement by the Bidder, any of its sureties, agents, representatives, owners, employees, or parties in interest with any other contractors, bidders, potential bidders or any other sureties, agents, representatives, owners, employees or parties in interest of any other contractors, bidders or potential bidders. The price(s) 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 sureties, agents, representatives, owners, employees, or parties in interest, including this affidavit.

(2) Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, have been disclosed to any other company or person who is a bidder, potential bidder or a surety, agent, representative, owner, employee or party in interest of any other contractor, bidder or potential bidder, and they will not be disclosed before opening bid.

(3) No attempt has been made or will be made to induce any company or person to refrain from bidding on this contract, or to submit a Bid higher than this Bid, or to submit any collusive or intentionally high or non-competitive Bid or other form of complementary Bid.

(4) The Bid of my company is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any bidder, potential bidder or a surety, agent, representative, owner, employee or party in interest of any other contractor, bidder or potential bidder to submit a complementary or other non-competitive Bid.

(5)_____, its affiliates, subsidiaries, officers, directors, and
(Name of My Company)
employees are not currently under investigation by any governmental agency and have not in the last three (3) years been convicted or found liable for any act prohibited by State of Federal law

in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges that the
(Name of My Company)
above representations are material and important, and will be relied on by the County of Berks in awarding the contract(s) for the Renovations and Addition to the Keystone Regional Youth Center for which this Bid is submitted.

I understand and my company understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the County of Berks of true facts relating to the submission of Bids for this contract.

_____
(Name and Position in Company)

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF _____, 2025

_____
Notary Public
My Commission Expires:

END OF DOCUMENT

COUNTY OF BERKS
Renovations and Addition to the Keystone Regional Youth Center

PAYMENT BOND

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

WITNESSETH THAT:

WHEREAS, the Principal heretofore has submitted to the Obligee a certain Bid, dated _____, 20___ (the "Bid"), to perform _____ Work for the Obligee, in connection with the Renovations and Addition to the Keystone Regional Youth Center located in Bern Township, Berks County, Pennsylvania, pursuant to Drawings, Specifications and other related documents, constituting the Bidding Documents, which are incorporated into the Bid by reference (the "Contract Documents"), as prepared by USA Architects, Planners, and Interior Designers, Ltd.; and

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

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

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

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

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

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

As provided and required by the Act, the Principal and the Surety agree that any claimant, who has performed labor or furnished material in the prosecution of the Work in accordance with the Contract Documents, including, without limitation, any amendment, extension or addition to the Contract Documents, and who has not been paid therefore, in full, before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this Payment Bond, in the name of the claimant, in assumpsit, to recover any amount due the claimant for such labor or material; and may prosecute such action to final judgment and may have execution upon the judgment; provided, however, that: (a) any claimant who has a direct contractual relationship with any subcontractor of the Principal or any assignees of any subcontractor of the Principal, but has no contractual relationship, express or implied, with the Principal, may institute an action upon this Payment Bond only if such claimant first shall have given written notice, served in the manner provided in the Act, to the Principal, within ninety (90) days from the date upon which such claimant performed the last of the labor or furnished the last of the materials for which payment is claimed, stating, with substantial accuracy, the amount claimed and the name of the person for

whom the Work was performed or to whom the material was furnished; and (b) no action upon this Payment Bond shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted by the claimant.

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

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

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

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

In the event that the Obligee incurs legal fees (e.g., fees of attorneys, paralegals and other legal professionals) for default or enforcement of its rights under the Contract Documents or Payment Bond, the Surety agrees to pay for all reasonable legal fees and costs incurred by the Obligee.

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

IN WITNESS WHEREOF, the Principal and the Surety cause this Payment Bond to be signed, sealed and delivered this _____ day of _____, 20___.

(Individual Principal)

_____ (SEAL)
(Signature of Individual)

WITNESS: Trading and Doing Business as

_____ _____

****

(Partnership Principal)

WITNESS: _____
(Name of Partnership)

_____ BY: _____(SEAL)
Partner

_____ BY:_____(SEAL)
Partner

_____ BY:_____(SEAL)
Partner

* * * * * * * * * *

(Corporate Principal)

ATTEST: _____
(Name of Corporation)

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

(CORPORATE SEAL)

or (if appropriate)

WITNESS: _____
(Name of Corporation)

_____ *BY:_____
(Authorized Representative)

* Attach appropriate proof, with raised corporate seal, dated as of the same date as the Payment Bond, evidencing authority to execute on behalf of the corporation.

* * * * * * * * * *

(Corporate Surety)

WITNESS:

_____
(Name of Corporation)

_____ **BY:_____
(Attorney-in-Fact)

** Attach an appropriate power of attorney, with raised corporate seal, dated as of the same date as the Payment Bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Surety.

COUNTY OF BERKS
Renovations and Addition to the Keystone Regional Youth Center

PERFORMANCE BOND

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

WITNESSETH THAT:

WHEREAS, the Principal heretofore has submitted to the Obligee a certain Bid, dated _____, 20___ (the "Bid"), to perform _____ Work for the Obligee, in connection with the Renovations and Addition to the Keystone Regional Youth Center located in Bern Township, Berks County, Pennsylvania, pursuant to Drawings, Specifications and other related documents, constituting the Bidding Documents, which are incorporated into the Bid by reference (the "Contract Documents"), as prepared by USA Architects, Planners, + Interior Designers, Ltd.; and

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

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

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

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

NOW, THEREFORE, the terms and conditions of this Performance Bond are and shall be that if: (a) the Principal well, truly and faithfully shall comply with and shall perform the Work in accordance with the Contract Documents, at the time and in the manner provided in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Contract Documents by the Principal or arising out of the performance of the Contract Documents by the Principal, and if the Principal shall indemnify completely, defend and save harmless the Obligee and all of its officers, agents and employees from any and all costs and damages, including, but not limited to, liquidated damages which the Obligee and all of its officers, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any and all costs and expenses which the Obligee and all of its officers, agents and employees may incur by reason of any such default or failure of the Principal, including, but not limited to, legal fees (e.g., fees of attorneys, paralegals and other legal professionals) and professional fees resulting from such default or failure of the Principal, in accordance with the Contract Documents, and (b) if the Principal shall remedy, without cost to the Obligee, all defects which may develop during the period of one (1) year from the date of final completion by the Principal and acceptance of the Obligee of the Work to be performed in accordance with the Contract Documents, which defects, in the sole judgment of the Obligee or its legal successors in interest, shall be caused by or shall result from defective or inferior materials or workmanship, then this Performance Bond shall be void; otherwise, this Performance Bond shall be and shall remain in force and effect and all claims, demands, costs, expenses and damages including, but not limited to, legal fees and professional fees resulting from the default or failure of Principal, in accordance with the Contract Documents, shall be payable by Principal and Surety upon demand of Obligee; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Performance Bond, as this Performance Bond is amended, whether automatically or in writing, in accordance with the terms hereof.

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

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

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

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety cause this Performance Bond to be signed, sealed and delivered this _____ day of _____, 20___.

(Individual Principal)

_____(SEAL)

WITNESS: (Signature of Individual)

Trading and Doing Business as

_____ _____

* * * * * * * *

(Partnership Principal)

WITNESS: _____
(Name of Partnership)

_____ By:_____(SEAL)
Partner

_____ By:_____(SEAL)
Partner

_____ By:_____(SEAL)
Partner

* * * * * * * *

(Corporate Principal)

ATTEST: _____
(Name of Corporation)

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

(CORPORATE SEAL)

or (if appropriate)

WITNESS: _____
(Name of Corporation)

_____ *By:_____
(Authorized Representative)

*Attach appropriate proof, with raised corporate seal, dated as of the same date as the Performance Bond, evidencing authority to execute on behalf of the corporation.

* * * * * * * *

(Corporate Surety)

WITNESS: _____
(Name of Corporation)

_____ **By:_____
(Attorney-in-Fact)

**Attach an appropriate power of attorney, with raised corporate seal, dated as of the same date as the Performance Bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Surety.

COUNTY OF BERKS
Renovations and Addition to the Keystone Regional Youth Center

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS that we, _____ (hereinafter called the "Principal"), and _____, a company authorized to transact business in the Commonwealth of Pennsylvania, and having its principal office at _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the COUNTY OF BERKS (hereinafter called the "Obligee"), as Obligee, in the sum of _____ Dollars ($_____) 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 _____work for the Renovations and Addition to the Keystone Regional Youth Center in Bern Township, Berks County, Pennsylvania, 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 Bid shall be accompanied by Bid Security to be held by the Obligee on terms embodied herein.

THEREFORE, the condition of this obligation is that if said Principal shall, in the event of acceptance of his Bid by Obligee and within the period specified therefor in the Contract Documents, furnish a Performance Bond and a Payment Bond to the Obligee with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of the Contract, in the form specified by the Owner, and furnish required certificates of insurance, and shall enter into such Contract in all respects as required by the Contract Documents, 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, and furnish such certificates 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 fees, legal fees (e.g., fees of attorneys, paralegals and other legal professionals) 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.

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

(Individual Principal) _____(SEAL)
(Signature of Individual)

Witness: Trading and Doing Business as:

_____ _____

(Partnership Principal) _____
(Name of Partnership)

Witness:

_____ By:_____(SEAL)

_____ By:_____(SEAL)

(Corporation Principal) _____
(Name of Corporation)

Attest:_____ By:_____
(Asst.) Secretary (Vice) President

(CORPORATE SEAL)

OR (if applicable)

Attest:_____ *By:_____
Authorized Representative

*Attach appropriate proof, dated as of the same date as this Bid Bond, evidencing authority to execute on behalf of the corporation.

(Corporate Surety) _____
(Name of Surety)

Witness or Attest:

_____ **By:_____
(CORPORATE SEAL) Title

**Attach an appropriate Power of Attorney, dated as of the same date as this Bid Bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Surety.

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ certify that I am the _____ of the Corporation 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; 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 by authority of its governing body.

_____ (SEAL)
(Secretary)

COUNTY OF BERKS
Renovations and Addition to the Keystone Regional Youth Center

AGREEMENT OF SURETY

(Note: This Agreement shall be properly executed and must accompany the Certified Check, Bank Cashier's Check, Trust Company Treasurer's Check or Bid Bond, whichever is furnished as Bid Security.)

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Surety, a corporation existing under the laws of the State of _____, and authorized to transact business in the Commonwealth of Pennsylvania, hereby agree to execute within the time limit specified in the Contract Documents, the Performance Bond and Payment Bond in the forms and in the amounts required for the faithful performance and proper fulfillment of the _____ Construction Contract for the **Renovations and Addition to the Keystone Regional Youth Center** on behalf of

_____
(Name of Contractor)

hereinafter called the Bidder, provided that the above Contract be awarded to the Bidder within sixty (60) days after the date of opening of Bids or otherwise as set forth in the Instructions to Bidders, and the Surety further agrees that should the Surety, after notification of intent to make such award, omit or refuse to execute the required bonds, then the Surety shall pay to the Obligee the difference between the amount of the Principal's accepted Bid and any higher amount for which the Obligee may contract for the required work, as well as any advertising, Architect's, legal and other expenses incurred by the Obligee by reason of the default; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Bid Security together with interest.

_____ _____
WITNESS CORPORATE SURETY

_____ _____(Affix
DATE SIGNATURE Corporate Seal)

_____
ATTORNEY-IN-FACT

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General Conditions of the Contract for Construction

for the following PROJECT:

THE OWNER:

County of Berks
Services Center Building, 16th Floor
633 Court Street
Reading, PA 19601

THE ARCHITECT:
(Name, legal status and address)

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.

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DRAFT

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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 and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The Contract Documents shall include Bidding Documents, including but not limited to, Invitation to Bid, Instructions to Bidders, the Contractor's Bid Form, Bid Bond, Performance Bond, Payment Bond, Non-Collusion Affidavit and Addenda or portions of the Addenda relating to any Bidding Documents. The Contract Documents shall apply to all Prime Contracts and each Prime Contractor is responsible for the content of all.

§ 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, or (3) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

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

§ 1.1.3 THE WORK

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

§ 1.1.3.1 The Work shall include, without limitation, the obligation of the Contractor to visit the site of the Project before submitting a Bid. Such site visit shall be for the purpose of familiarizing the Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, including, without limitation, all existing site conditions, access to the site, physical characteristics of the site and surrounding areas.

§ 1.1.3.2 Nothing in these General Conditions shall be interpreted as imposing on either the Owner, Architect, or their respective agents, employees, officers, directors or consultants, any duty, obligations or authority with respect to any items that are not intended to be incorporated into the completed Project, or that do not comprise the Work including, but not limited to, the following: shoring; scaffolding; hoists; weatherproofing; or any temporary facility; or activity; since these are the sole responsibility of each Contractor.

§ 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.

§ 1.1.5.1 The Drawings are diagrammatical and show the general arrangement and extent of the Work: exact locations and arrangements of parts shall be determined as the Work progresses and shall be subject to the Architect's approval. No extra compensation will be allowed due to conflicts, inconsistencies, or discrepancies between actual dimensions and those indicated. The right is reserved by the Architect to make any reasonable

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change in location of equipment, ductwork and piping, prior to roughing in without involving additional expense. Each Prime Contractor shall coordinate its Work with the Work of others, so that interference between trades does not occur. Each Prime Contractor shall furnish and install offsets, bends, turns, and the like in connection with its Work to avoid interference with Work of other Contractors, to conceal Work where required, and to secure necessary clearance and access for operation and maintenance.

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. In the event that the Architect serves the role of the Initial Decision Maker, the Architect shall receive no additional compensation for such services.

§ 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 Measurement - Before ordering any materials or doing any Work, each Contractor and each Subcontractor shall verify measurements at the Project site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings. Any difference which may be found shall be submitted to the Architect for resolution before proceeding with the Work.

§ 1.2.1.2 If a minor change in the Work is found necessary due to actual field conditions, each Contractor shall submit detailed drawings of such departure for the approval by the Architect before making the change.

§ 1.2.1.3 Notwithstanding anything else to the contrary in the Contract Documents, in the event of conflicts, inconsistencies or discrepancies between and/or within the Contract Documents and/or applicable standards, codes, laws, ordinances, regulations and/or requirements of any state, federal or any other governmental agency, the Contractor shall (1) provide the better quality or greater quantity of Work or (2) comply with the more stringent requirement, or both, in accordance with the Architect's interpretation. The terms and conditions of this Paragraph, however, shall not relieve the Contractor of any of the obligations set forth in Paragraphs 3.2 and 3.7 and their Subparagraphs.

§ 1.2.1.4 In the event of conflicts, inconsistencies, or discrepancies among the Contract Documents, interpretations will be based on the following order of precedence:

- **.1** The Agreement;
- **.2** Addenda, those of later date have precedence;
- **.3** General Conditions;
- **.4** General Requirements;
- **.5** Large-scale Drawings shall supersede smaller-scale Drawings;
- **.6** Dimensions shall govern over scaling of the Drawings;
- **.7** In case of conflicts, inconsistencies, or discrepancies in the Drawings or in the Specifications, the latter shall be submitted to the Architect who will promptly make a determination in writing.

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

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

§ 1.2.3.1 Except as defined in Subparagraph 1.2.3.2, for the purpose of this Project, the meaning of all words, shall be in accordance with the definitions given in "The Random House Dictionary of the English Language, Second Edition, Unabridged, copyright 1987."

§ 1.2.3.2 Certain terms used in Contract Documents are defined in this Article. Definitions and explanations of this Article are not necessarily either complete or exclusive, but are general for the Work to the extent they are not stated more explicitly in other provisions of the Contract Documents. These terms are:

.1 Indicated: The term "indicated" is a cross-reference to graphics, notes or schedules on Drawings, to other paragraphs or schedules in the Specifications, and to similar means of recording requirements in Contract Documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used in lieu of "indicated," it is for purpose of helping the reader locate a cross-reference, and no limitation of location is intended except as specifically noted.

.2 Directed, Requested, Etc.: Where not otherwise explained, terms such as "directed," "requested," "authorized," "selected," "approved," "required," "accepted" and "permitted" mean "directed by the Architect, after consultation with the Owner." However, no such implied meaning will be interpreted to extend the Architect's responsibility into each Contractor's area of construction supervision.

.3 Approved: Where used in conjunction with Architect's response to submittals, requests, applications, inquiries, reports and claims by a Contractor, the term "Approved" will be held to limit the Architect's responsibilities and duties as specified in these General Conditions. In no case will "Approved" by the Architect be interpreted as a release of Contractor from responsibilities to fulfill requirements of Contract Documents.

.4 Furnish: Except as otherwise defined in greater detail, the term "furnish" is used to mean supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations, as applicable in each instance.

.5 Install: Except as otherwise defined in greater detail, the term "install" is used to describe operations at the Project site including, but not limited to, unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protection, cleaning and similar operations, including, without limitation, the coordination with other Contractors and Subcontractors as applicable in each instance.

.6 Relocate: The term "relocate" shall mean "move from the existing location to the new location installed complete and ready for use" all items noted on the Drawings and/or indicated in the Specifications.

.7 Provide: Except as otherwise defined in greater detail, the term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.

.8 Coordinate: The term "coordinate" means to cooperate with related trades to furnish and install all connections between the trades in correct sequence, size, and location to create a complete system ready for the intended use.

.9 Verify: The term "verify" means to measure, investigate, review, test, and check the accuracy or correctness of and prove by demonstration, evidence, or testimony, the location, size, dimension, and condition of an item.

.10 Regulations: The term "Regulations" includes, without limitation, laws, statutes, ordinances and lawful orders issued by authorities having jurisdiction, as well as rules, conventions and agreements within the construction industry that control performance of the Work, whether they are lawfully imposed by authorities having jurisdiction or not.

.11 Installer: The term an "Installer" is an entity engaged by a Contractor, either as an employee, Subcontractor or Sub-Subcontractor for performance of a particular construction activity, including, but not limited to, installation, erection, application and similar operations. Installer is required to be experienced in the operations it is engaged to perform. The term "experienced," when used with the term "Installer" means having a minimum of five (5) years of previous Project experience similar in size and scope to this Project, and familiar with the precautions required, and has complied with

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requirements of the authority having jurisdiction.

.12 Contract Description: The term "Contract Description" means a list of specification sections, narrative, and Contract Document references that will be the responsibility of that specific Prime Contractor.

.13 Prime Contractor: The term "Prime Contractor" means a Contractor who will have a Contract to perform a specific Contract description referred to as Prime Contractor or just Contractor.

.14 Architect/Engineer: The term "Architect/Engineer" means the registered Architect of record.

.15 "Agreement" and "Contract" may be used interchangeably.

.16 "Project Coordinator" means the General Contractor.

.17 "Dispute" means any disagreement between two parties to the Contract Documents, including, without limitation, a disagreement relating to the obligations of the Contractor under the Contract Documents, a disagreement relating to the interpretation of the Contract Documents or any disagreement arising out of or relating to the Contract Documents.

§ 1.2.4 Where the Work is shown in complete detail on only a portion of the Drawings or there is an indication of continuation, the remainder being shown in outline, the Work drawn out in detail shall be understood to apply to the other portions of the structure. The Drawings and Specifications are intended to be a common set of documents. Anything shown in the Drawings but not in Specifications shall be equally binding as if both noted on the Drawings and called for in the Specifications.

§ 1.2.5 No measurement of a drawing by scale shall be used as working dimension. Working measurements shall be taken from figure dimensions.

§ 1.2.6 Each Contractor shall carefully examine the civil, architectural, plumbing, electrical, fire protection drawings and other Contract Drawings and Specifications. If any conflicts, inconsistencies, or discrepancies occur between and/or within the Drawings and Specifications, the Contractor shall promptly report such a conflict, inconsistency, or discrepancy to the Architect in writing and obtain written instructions as to the manner in which to proceed. If not clarified by Addendum, Contractor shall provide the better quality or greater quantity of Work in accordance with the Architect's interpretation. No departures from the Contract Documents shall be made without the prior written approval of the Architect and written notice to the Owner.

§ 1.2.7 In the event that such conflicts, inconsistencies or discrepancies are not reported and a difference in quantity or quality is concerned, then, the Architect will make a selection, based on its sole judgment. No additional compensation or extension of time will be allowed.

§ 1.2.8 Each Contractor represents that the Subcontractors, manufacturers and suppliers engaged or to be engaged by it are and will be familiar with the requirements for performance by them of their obligations.

§ 1.2.8.1 Sections of Division 01 – General Requirements govern the execution of all sections of the Specifications.

§ 1.2.9 The Contractor shall not be relieved of responsibility for any Work by showing that a separate contractor has, or should have, responsibility for the same portion of the Work. Disputes concerning who, as between the Contractor and a separate contractor, must perform a particular aspect of the Work or comply with a particular requirement shall be determined by the Architect, whose decision shall be final and binding upon the Contractor and, if so provided in the separate contractor's contract for construction, upon the separate contractor. If the Architect decides that the particular aspect or requirement is within the scope of Work of both the Contractor and a separate Contractor, the Architect shall decide which shall perform the Work and which shall give the Owner a credit to the Contract Sum for omitting the Work.

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

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§ 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 will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this Project or for expanding or altering this Project as decided by the Owner 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 material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 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.

§ 2.2.2 The Owner shall not be responsible for furnishing surveys (unless required for the execution of the Work and requested by the Contractor in writing) or other information as to the physical characteristics of, legal limitations of or utility locations for the Project site, but shall furnish or cause to be furnished to the Contractor a legal description of the Project site, which shall not constitute one of the Contract Documents. The Contractor shall confirm the location of each utility, shall excavate and dispose of each on-site utility and shall cap each off-site utility as required by the Work and as may be included in the Specifications. To the extent required for the execution of the Work, the Owner shall only provide to the Contractor such test borings and information that it has as to subsurface conditions and site geology. This data shall not constitute one of the Contract Documents. Owner does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of borings made, or of the logs of test borings, or of other investigations, or of the interpretations made thereof, and there is no warranty or guaranty, express or implied, that the conditions indicated by such investigations, borings, logs or information are representative of those existing throughout the Project site, or any part thereof, or that unforeseen developments may not occur. The Contractor represents that it is familiar with the Project site and has received all information it needs concerning the condition of the Project site. The Contractor represents that it has inspected the location of the Work and has satisfied itself as to the condition thereof, including, but not limited to, all structural, surface and reasonably ascertainable subsurface conditions. Based upon the foregoing inspections, understandings, agreements and acknowledgments, the Contractor agrees and acknowledges: (1) that the Contract Sum is just and reasonable compensation for all Work, including, without limitation, foreseen and foreseeable risks, hazards and difficulties in connection therewith, and (2) that the Contract Time is adequate for the performance of the Work. The Contractor shall have no claims for surface or reasonably ascertainable subsurface conditions encountered. The Contractor shall exercise special care in executing subsurface Work in proximity of known subsurface utilities, improvements, and easements.

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§ 2.2.3 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.

§ **2.2.4** The Contractor will be furnished with digital copies of drawings. The Contractor is responsible for printing sets or individual sheets.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. The right shall be in addition to and not in restriction or derogation of the Owner's rights under Article 14 hereof. The Owner's right to stop the Work shall not relieve the Contractor of any of its responsibilities and obligations under or pursuant to the Contract Documents.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) 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 an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. The right of the Owner to stop the Work pursuant to this Paragraph 2.4 shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. The Owner's rights set forth in Paragraph 2.3 and 2.4 hereof shall be in addition to all other rights of the Owner granted in the Contract Documents, at law, or in equity.

§ 2.5 In no event shall the Owner and Architect have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents. Hence, the Owner and Contractor hereby acknowledge and agree that the Owner has retained the Contractor as an independent contractor to perform the Work on the Project. It is expressly understood and agreed that the presence on the jobsite of the Owner's visiting officers or employees, the Owner, Architect or supervisory personnel employed by Owner and the making by such personnel of any inspections of the Contractor's Work, materials, tools or equipment, or of the finished Work of the Contractor and their approval of same, or failure to take exception thereto, shall in no way relieve the Contractor from its absolute responsibility to perform its Work and furnish its materials in accord with the requirements of the Contract Documents. It is further understood that under no circumstances shall the Contractor urge, for any purpose whatsoever, that the presence of the Owner, Architect, any supervisory personnel, and visiting officers or employees of the Owner or Architect and any failure by such personnel to take exception to any Work of the Contractor, constitutes a ratification or approval of the Work or work methods employed by the Contractor if the same did not in fact comply with the requirements of the Contract Documents.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Each Contractor shall carefully study and compare the Drawings, the Specifications, Addenda and other Contract Documents relative to the Work, the Work, shall take field measurements of any existing conditions related to the Work and shall observe any conditions at the Project site affecting the Work. Any design errors, inconsistencies or omissions noted by a Contractor shall be reported promptly to the Architect. Each Contractor acknowledges that the Contract Documents are full and complete, are sufficient to have enabled it to determine the Contract Sum and that the Drawings, the Specifications and all Addenda are sufficient to enable such Contractor to construct the Work outlined therein in accordance with applicable laws, statutes, ordinances, codes, building codes and regulations of any state, federal or any other governmental agency, and otherwise to fulfill all of its obligations under the Contract Documents.

§ 3.2.2.1 Except as to any reported errors, inconsistencies or omissions, and to concealed or unknown conditions defined in Paragraph 3.7.4 by executing the Agreement, the Contractor represents the following:

.1 The Contract Documents are sufficiently complete and detailed for the Contractor to: (1) perform the Work required and to produce the results intended by the Contract Documents; and (2) comply with all requirements of the Contract Documents.

.2 The Work required by the Contract Documents, including, but not limited to, all construction details, construction means, methods, procedures, and techniques necessary to perform the Work, use of materials, selection of equipment, and requirements of product manufacturers are consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to Work; (3) requirements of any warranties applicable to the Work; and (4) all laws, statutes, ordinances, regulations, rules, orders, codes, and building codes of any state, federal or any other governmental agency which bear upon each Contractor's performance of the Work.

§ 3.2.3 Each Contractor shall, therefore, satisfy itself as to the accuracy of all dimensions and locations. In all cases of interconnection of its Work with existing or other Work, it shall verify at the site, all dimensions relating to such existing or other Work. Any errors due to the Contractor's failure to verify all such locations or dimensions shall be promptly rectified by the Contractor without any additional cost to the Owner.

§ 3.2.4 If the Contractor believes that additional time is involved because of clarifications or instructions issued by the Architect in response to the Contractor's notices or requests for information pursuant to the Contract Documents, the Contractor shall make 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 as would have been avoided if the Contractor had performed such obligations.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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§ 3.3.1.1 Each Contractor is to appoint a superintendent on site and will designate the same in writing, who has the authority to act on behalf of the Contractor and its Subcontractors and suppliers.

§ 3.3.1.2 At any time during the Project, the Owner and Architect shall have the right, and the authority, but not the duty, to require the replacement of the Contractor's Project Manager, Superintendent or Foreman. The Owner and the Architect shall have the right, and the authority, but not the duty, to require the Contractor to assign additional supervisory personnel to the Project to ensure compliance with the schedule and quality requirements at no additional cost to the Owner and no increase in the Contract Sum. The Contractor shall not change or replace the assigned Project Manager without the prior written consent of the Owner.

§ 3.3.1.3 When more than one major phase is being constructed at different locations of the Project site, supervision must be assigned to each phase when Work under the Contract is being performed. When performing construction Work to maintain the progress schedule requires extended hours, multiple shifts, and/or additional work days, adequate supervision shall be required of each Contractor during these times. The competence level and ability of supervisory personnel must be adequate to perform the construction activities involved.

§ 3.3.1.4 Although these various second level supervision personnel may be reassigned from time to time, the Contractor shall retain one superintendent with full responsibility while performing Work on the Project.

§ 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 After Award of Contract, any claims for additional costs associated with completion of the Work within the required Contract Time will not be considered. Contractors, who feel extra time, in any form, such as shift work, overtime, and premium time, is necessary to meet Contract requirements regardless of trade, should include these costs in their Bid. Contractors must recognize that, although its Work might not require shift, overtime, or premium time work for completion within the stipulated time frame, it may be required in order to allow other Contractors to complete their Work within the Contract Time. The Contractor must allow for these shift, overtime, and premium time requirements and include the costs necessary to allow the other Contractors to complete the Work within the specified time. Failure to recognize the extra costs in its Bid shall not relieve the Contractor from utilizing shift, overtime, or premium time work in performance of its Contract nor entitle the Contractor to additional compensation. Where installation work is part of the Contract, all costs associated with meeting the time frames indicated in the construction schedules shall be included in the Contract Sum and the Owner shall incur no additional cost and there shall be no increase in the Contract Sum.

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

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

§ 3.3.6.1 Contractors whose failure to perform their Work or whose negligence in performing their Work impacts other Contractors, Subcontractors and/or Sub-Subcontractors shall be responsible for damages incurred by the other Contractors, Subcontractors and the Sub-Subcontractors that are necessary to maintain the Project schedules.

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§ 3.3.7 The General Contractor is designated as the Project Coordinator for this Project. The Project Coordinator and other Prime Contractors are responsible for coordination of the Work. The Project Coordinator is responsible for making all coordination decisions not mutually agreed to by all affected Prime Contractors. Disputes between or among the Project Coordinator and one or more other Prime Contractors and disputes in connection with the construction schedule, the furnishing of additional resources to meet the project schedule, job coordination and all aspects of the means and methods of construction shall be submitted promptly to the Project Coordinator for a final construction decision. The Project Coordinator and the affected Prime Contractor or Contractors shall in connection with all submissions for a final construction decision provide actual written notice contemporaneously to the Architect and the Owner. The final construction decision of the Project Coordinator must, at all times, be consistent with content and intent of the Contract Documents and the latest accepted schedule. The final construction decision of the Project Coordinator will be observed, accepted and fully followed by all Prime Contractors and their Subcontractors on the project, subject only to the dispute resolution procedures set forth in Paragraph 6.2.5 and its subparagraphs of these General Conditions. The progress of the Work in accordance with the final construction decision of the Project Coordinator shall not be delayed pending any such dispute resolution proceedings.

§ 3.4 LABOR AND MATERIALS

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

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

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

§ 3.4.3.1 COMPETENT WORKMEN: No person shall be employed to do Work under such Contract except competent and first class workmen and mechanics. No workmen shall be regarded as competent and first class except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours' of work as shall be established and current rates of wages paid for such hours by employers of organized labor in doing of similar work in the location where the Work is being done. The Contractor shall not employ workers, means, materials or equipment which may cause strikes, work stoppages or any disturbances by workers employed by the Contractor or the Owner or other Contractors or Subcontractors in connection with the Work of the Project or the location thereof. The Contractor agrees that all disputes as to jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect either nationally or in the locality in which the Work is being performed and that it shall be bound and abided by such adjustments and settlements of jurisdictional disputes, provided that the provisions of this Article shall not be in violation of or in conflict with any provisions of law applicable to the settlement of such disputes. Should the Contractor fail to carry out or comply with any of the foregoing provisions, the Owner shall have the right, in addition to any other rights and remedies provided by the Contract Documents, at law or at equity, after three (3) days' written notice mailed or delivered to the last known address of the Contractor, for all or any portion of the Work, and, for the purpose of completing the Work, to enter upon the premises and take possession, in the same manner, to the same extent and upon the same terms and conditions as set forth in Paragraph 14.2.

§ 3.4.4 In the event of a dispute between the Contractor and the Owner, to the extent that the Owner incurs any legal fees (e.g., fees of attorneys, paralegals and other legal professionals, etc.), professional fees (e.g., architectural or engineering fees, construction management fees and consulting fees, etc.), or other costs or expenses, the Contractor will be responsible for those amounts, which will be deducted, to the extent available, from any amount due the Contractor. If the amount due the Contractor is not sufficient to cover such cost, the Contractor shall pay the difference to the Owner within seven (7) days of receipt of the Owner's invoice for such legal fees, professional fees or other cost or expenses.

§ 3.4.5 The Contractor shall remove from the Project such employees of the Contractor or of any Subcontractor as

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the Owner requests be removed, with or without a reason. The Contractor shall require the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor to comply with the following requirements:

.1 Socializing with the building occupants, visitors or patrons is prohibited.

.2 Smoking, consumption and all other uses of tobacco and alcoholic beverages is prohibited in buildings owned by or under the control of the Owner. Contractors and their employees working on the Project are similarly prohibited from smoking in the building.

.3 Unless otherwise open and available to the public, using the building facilities, e.g., lunchroom, toilets, etc. is prohibited.

.4 Making any remarks to passing individuals that violate decency or cause embarrassment to that individual or the Owner is prohibited.

.5 Failing to comply with the above requirements will result in the Owner removing the offending party permanently from the Project.

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

§ 3.4.7 After the Agreement has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 01 of the Specifications, Section "Product Requirements").

§ 3.4.8 By making requests for substitutions based on Paragraph 3.4.7 the Contractor:

.1 Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.

.2 Represents that the Contractor will provide the same warranty for the substituted product that the Contractor would for that specified.

.3 Certifies that the cost data presented is complete and includes all related costs under this Agreement except the Architect's redesign costs and waives all claims for additional cost related to the substitution which subsequently become apparent.

.4 Represents that it will coordinate the installation of the accepted substitute product and make such changes as may be required for the Work to be complete in all respects.

.5 Represents that, in the event incorporation of a substituted item or assembly into the Work will require revisions or additions to the Work of other construction contracts, the Contractor proposing to use such substituted materials, products, or assembly will bear the cost of such revisions or additions at no change in the Contract Sum.

§ 3.4.9 STANDARD OF QUALITY: The various materials and products specified in the Specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the Bidder 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 alternates of the quality necessary to meet the Specifications." A Bid containing an alternate which does not meet the Specifications may be declared non-responsive. A Bid containing an alternate may be accepted but, if an award is made to that Bidder, the Bidder will be required to replace any alternates which do not meet the Specifications. 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.

§ 3.4.10 The Contractor shall require its employees and agents, and its Subcontractor's employees and agents to work diligently and behave in an orderly manner at all times when at or about the Project and shall remove from the Project any employee whose conduct is deemed objectionable.

§ 3.4.11 CONTRACT SUM NOT ADJUSTED FOR RISING COSTS: 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,

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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.

§ 3.5 WARRANTY

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 in the quality of the Work. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.1 Materials and workmanship shall be guaranteed for a minimum of one (1) year from the Date of Substantial Completion of the entire Project, except where a longer period is specified, and the Contractor shall make good without cost to the Owner for any defective portion of the Work of which the Contractor is notified within one (1) year of the date of final payment of Contract. Repair or replacement of such defects shall extend to other Work damaged thereby. Owner's rights and remedies hereunder shall be in addition to any other rights and remedies which the Owner may have pursuant to law, equity or the Contract Documents. If the Contractor fails to adhere to this provision, the Owner will be entitled to, in seeking to enforce its rights, recover legal fees, or any other expenses.

§ 3.5.2 The Contractor shall forward guarantee and warranty registration cards to the manufacturers in the name of the Owner showing the date of acceptable Substantial Completion of the Work as the beginning date for guarantee and warranty periods.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work.

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

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

.1 All contributions, taxes or premiums (including, without limitation, interest and penalties thereon) which may be payable under any unemployment insurance laws of any state, the Older Workers Benefit Protection Act of 1990 (OWBPA) (P.L. 101-433, October 16, 1990, 104 Stat. 978), as amended from time to time, the Federal Social Security Act, as amended from time to time, Federal, State, County and/or Municipal tax withholding laws, or any other laws, measured upon the payroll of or required to be withheld from employees, by whomever employed, engaged in the Work.

.2 All sales, use, personal property and other taxes (including, without limitation, interest and penalties thereon) required by any Federal, State, County, Municipal or any other laws to be paid or collected by the Contractor or any of its Subcontractors or vendors or any other person acting for, through or under it or any of them by reason of the performance of the Work or the acquisition, ownership, furnishing or use of any materials, equipment, supplies, labor, services or other items for or in

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connection with the Work.

.3 All pension, welfare, vacation, annuity and other union benefit contributions payable under or in connection with labor agreements with respect to all persons, by whomsoever employed, engaged in the Work.

.4 In the event that any law is or has been passed, or any rule or regulation pursuant thereof is enacted, which requires the Owner to pay, either directly or indirectly, the amount of any such sales, use, personal property and other taxes (including, without limitation, interest and penalties thereon) required by any Federal, State, County, Municipal or any other laws or should any such law, rule or regulation direct the Owner to collect the same, or make the Owner liable for the collection thereof, or make the Owner responsible therefor, it is covenanted and agreed that the Contractor shall fully and completely make all payments therefor, and shall fully and completely indemnify and save the Owner harmless from any and all such taxes.

§ 3.6.3 The Contractor shall base its Bid on the properly charged, collected and remitted sales tax due on only those "construction activities" which are presumed to become a permanent part of the real estate in accordance with 61 Pa. Code Section 31.11, et seq., as amended from time to time. The Contractor shall not include in its Bid any tax for "sales activities" which do not become a permanent part of the real estate in accordance with 61 Pa. Code Section 31.11, et seq., as amended from time to time. For all such "sales activities" the Contractor will receive an appropriate executed blanket exemption certificate from the Owner.

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

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

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 The General Contractor shall make application and shall pay for the building permit. The cost of permits and fees shall be included in the cost of each prime contract and shall be identified in the contractor's schedule of values. Singular purpose permits, other governmental fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work shall be the sole responsibility of the Contractor to which they apply and shall be secured prior to the initial Project meeting (e.g., plumbing permit).

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

§ 3.7.2.1 It is the responsibility of the Contractor to determine what local ordinances, if any, will affect its Work. The Contractor shall check for any County, City, Borough, or Township rules or regulations applicable to the area in which the Project is being constructed and in addition, the Contractor shall check for any rules or regulations of other organizations having jurisdiction, including, but not limited to, chambers-of-commerce, industries, or utility companies who have jurisdiction over lands which the Contractor furnishes materials, equipment and labor in

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connection with the Work. Any costs of compliance with local controls shall be included in the prices bid, even though documents of such local controlling agencies are not listed herein.

§ 3.7.2.2 Refer to the Statutory Requirements in Article 16 of these General Conditions.

§ 3.7.3 It shall be the obligation of the Contractor to review the Contract Documents and to notify the Owner and the Architect of any conflict, inconsistency, or discrepancy between standards, codes, laws, ordinances, building codes and regulations of which the Contractor has knowledge or should be reasonably able to determine. The Contractor shall not violate any zoning, setback or other requirements of applicable laws, codes, standards, regulations and/or ordinances, or of any recorded covenants. If the Contractor, any of its Subcontractors or any Sub-Subcontractor performs contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. Claims by the Contractor in opposition to such determination must be made within twenty-one (21) days after the Architect has given notice of the decision. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

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

§ 3.7.6 If the Contractor, any of its Subcontractors or any Sub-Subcontractors, performs Work contrary to laws, statutes, ordinances, building codes, and rules and regulations, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

§ 3.7.7 In the event that the Contractor pays any monies, including, without limitation, any monies for permit fees, to any State, County, City, Borough, Township, Municipality, or other governmental agency and such State, County, City, Borough, Township, Municipality, or other governmental agency refunds such monies (except refunds to the Contractor where the Contractor succeeds in its challenge to repeal a standard, code, law, ordinance and/or requirement of any state, federal or other governmental agency as set forth in Paragraph 3.7.8 of these General Conditions), then the Contractor agrees to assign and transfer to the Owner all its rights to such monies.

§ 3.7.8 Notwithstanding the foregoing, in the sole instance where the Contractor challenges the validity of any standard, code, law, ordinance, and/or requirement of any state, federal or other governmental agency and as a result of the Contractor's efforts such standard, code, law, ordinance, and/or requirement is repealed, then any monies including, without limitation, permit fees, which are refunded as a result thereof, by any State, County, City, Borough, Township, Municipality or other governmental agency to the Contractor for the Project shall be shared with the Owner receiving sixty percent (60%) and the Contractor receiving forty percent (40%) of the refunded monies. The Contractor agrees to assign and transfer to the Owner its right to sixty percent (60%) of the monies.

§ 3.7.9 Furthermore, the Contractor agrees to execute all such documents as may be necessary to effectuate the assignment contemplated in Paragraphs 3.7.7 and 3.7.8 of these General Conditions.

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§ 3.8 ALLOWANCES

§ 3.8.1 NO CASH ALLOWANCES: No cash allowances for any purpose are included in the Project Manual and Contract Documents of this Project.

3.9 SUPERINTENDENT

§ 3.9.1 Each Contractor shall employ a competent superintendent and necessary assistants who shall be in constant attendance at the Project site during the progress of the Work, and shall provide adequate supervision and superintendence to assure that all Work is being performed in accordance with the Contract Documents. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 3.9.2 Each Contractor, within five (5) days following Notice of Intent to Award, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent, which qualifications shall include at least three (3) recent projects of similar contract size and scope, with the names and telephone numbers of the Owner and Architect representative for each project. The Architect may reply to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review.

§ 3.9.3 The Superintendent shall be on site full time and shall not be changed except with the consent of the Owner, unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in the Contractor's employ. If the Contractor should at any time fail to provide adequate supervision and superintendence, as may be evidenced by incomplete, delayed or non-conforming Work, the Owner may provide supervision and superintendence and the cost thereof, including, but not limited to, compensation for additional professional services, legal fees, or other costs or expenses incurred, shall be charged to the Contractor in the form of a Change Order incorporating an appropriate reduction in the Contract Sum. If the payments due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner. The Owner and Architect shall have the right to dismiss from the Project any Superintendent whose performance is not satisfactory in the sole discretion of the Owner.

§ 3.9.4 As a consideration of the Contract between the Owner and the Contractor, the Contractor shall retain the same Superintendent for its Work on the Project while on the Project. The Superintendent shall not be reassigned from this Project prior to completion, unless by termination of employment by the Superintendent or the Contractor, or if required by the Architect or by the Owner in accordance with Paragraph 3.9.3.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 Each Prime Contractor, not later than the time period indicated in the Division 01 Section "Construction Progress Documentation", shall prepare and submit to the Architect, through the Project Coordinator, a preliminary construction schedule for the Work. Such schedule shall not exceed time limits stipulated in the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, or as requested by the Architect, shall be related to the entire Project schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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

§ 3.10.2.1 The Contractors shall cooperate and consult with other Prime Contractors during the construction of this Project. Each Contractor shall schedule and execute its Work so as to avoid delay to other Contractors. Each Contractor is financially responsible to the other Contractors for undue delay caused by it to other Prime Contractors on the Project. Each Contractor shall defend and hold harmless the Owner and Architect for any claims, losses or delays of any kind whatsoever made by other Contractors arising from delays caused by Contractor.

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§ 3.10.3 The Contractor, not later than the time period indicated in the Division 01 Section "Submittal Procedures", shall prepare and submit to the Architect, through the Project Coordinator, a schedule of shop drawing submittals which will be reviewed by the Architect for the orderliness of the submittals by the Contractor. This schedule shall be provided to the Architect for approval by the Architect not later than the time period indicated in the Division 01 Section "Submittal Procedures". The schedule shall be coordinated with the Project's construction schedule and shall allow the Architect reasonable time to review submittals.

§ 3.10.4 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 operations of the Contractors or of the Owner's premises or any of the Owner's operations. The Contractor shall, upon the Owner's request, schedule any portion of the Work affecting other Contractors or the operation of the premises during hours when the premises are not in operation. Any postponement, rescheduling, or performance of the Work under this Paragraph may be grounds for an extension of the Contract Time, if permitted under Paragraph 8.3.1.

§ 3.10.5 Failure of Contractor to fully comply with requirements of Paragraph 3.10 and the other Contract Documents regarding scheduling shall constitute default by Contractor of its obligations, sufficient for termination of the Contract.

§ 3.10.6 Progress payments to the Contractor shall not occur until the Contractor has met the requirements of schedule information stated in Paragraph 3.10 and the Contract Documents.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action. The Contractor shall forward to the Architect a copy of the transmittal covering each such submittal.

§ 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

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coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing 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 written 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. 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 a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, 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 all 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. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 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, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and 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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.14.3 The Contractor, Subcontractor or Sub-Subcontractor requiring the cutting of openings in new work installed by other Contractors shall have such openings cut and patched by the trade which installed the Work and such

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cutting and patching shall be at the expense of the Contractor, Subcontractor or Sub-Subcontractor requiring the opening. Approval to do such cutting and patching shall be received from the Architect prior to proceeding with the Work and shall include installation of such reinforcement of the Work as the Architect may direct, at no additional cost to the Owner. Blocking, bracing, reinforcement, or structural enhancement required, due to cutting and patching, shall be provided at no additional cost to the Owner. Patching Work shall match adjacent existing Work unless otherwise noted.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish. 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. The Contractor shall clean the Work areas daily and should the occasion arise that the Architect must direct the Contractor to clean an area, the Contractor shall do so within twenty-four (24) hours. If the Contractor fails to clean up the specific area within the allotted time, the Owner may do so immediately, and the cost thereof shall be charged to the Contractor.

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ~~ROYALTIES, PATENTS AND COPYRIGHTS~~ TEMPORARY HEAT

~~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 such 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 the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect~~. In the event that the Work requires the Contractor to remove, deactivate, or otherwise disable any heating system on Owner's property during the heating season (typically October 14th through April 30th), the Contractor shall, at its own expense and with the pre-approval of the Owner, provide such temporary heating as shall be required.

§ 3.18 INDEMNIFICATION

§ 3.18.1 ~~To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, and consultants, agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to , injuries to the Contractor's employees, legal fees and defense costs, arising out of or resulting from performance of the Work, but only to the extent caused, in whole or in part, by the acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts or omissions they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18. The Contractor agrees to and does hereby assume on behalf of the Owner and Architect the defense of any action, at law or in equity, which may be brought against such indemnities, upon their demand, the amount of any judgment that may be entered against such indemnities in any such action. In the event that any such claim, loss, cost, expense, liability, damage or injury arises or is made, asserted or threatened against the Owner for which the Contractor or its insurer does not admit coverage, or if the Owner reasonably determines such coverage to be inadequate, the Owner shall have the right to withhold from Contractor any payments due or to become due to the Contractor in an amount sufficient to protect the Owner from such claim, loss, cost, expense, liability, damage or injury, including, but not limited to, legal fees and expenses reasonably necessary for the defense thereof.~~ To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, and consultants, agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to, injuries to the Contractor's employees; loss of use of Owner's property; injuries to residents resulting from loss of use, heat, colling, utilities, etc. to the extent such losses are caused by the acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts or omissions they may be liable, and/or resulting from the performance of the Work; legal fees and defense costs,

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arising out of or resulting from performance of the Work, but only to the extent caused, in whole or in part, by the acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts or omissions they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18. The Contractor agrees to and does hereby assume on behalf of the Owner and Architect the defense of any action, at law or in equity, which may be brought against such indemnities, upon their demand, the amount of any judgment that may be entered against such indemnities in any such action. In the event that any such claim, loss, cost, expense, liability, damage or injury arises or is made, asserted or threatened against the Owner for which the Contractor or its insurer does not admit coverage, or if the Owner reasonably determines such coverage to be inadequate, the Owner shall have the right to withhold from Contractor any payments due or to become due to the Contractor in an amount sufficient to protect the Owner from such claim, loss, cost, expense, liability, damage or injury, including, but not limited to, legal fees and expenses reasonably necessary for the defense thereof.

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

§ 3.18.3 Each Contractor shall indemnify and hold harmless the Owner against any assertion of claims for mechanics' liens by the Contractor, its Subcontractors, Sub-Subcontractors or material suppliers and against any assertion of security interests by its suppliers of goods or materials.

§ 3.18.4 No provision of Paragraph 3.18 shall give rise to any duties on the part of the Architect or the Owner not otherwise provided for by this Agreement or by law.

§ 3.18.5 In the event that the Contractor is requested but refuses to honor the indemnity obligations hereunder, then the Contractor shall, in addition to all other obligations, pay the cost of bringing any such action, including, but not limited to, legal fees, to the party requesting indemnity, including, but not limited to, any legal fees and costs incurred in enforcing the indemnity obligations hereunder. Furthermore, the Contractor shall be solely responsible for all legal fees incurred by the Owner in defending, removing, marking satisfied mechanics' liens or any other expenses incurred by Owner in connection with mechanics' lien claims and/or judgments.

§ 3.19 REPRESENTATIONS AND WARRANTIES

§ 3.19.1 Each Contractor shall be responsible for preparing and completing its own comprehensive list of items to be completed or corrected (punch-list) in order to submit for Substantial Completion. If after the punch-list is submitted and upon inspection, it is found that a Contractor's punch-list is incomplete, lengthy or ill prepared, the Substantial Completion request will be denied. If it is required because of a Contractor's incomplete, lengthy or ill prepared punch-list or a Contractor's inability to complete its punch list and, therefore, complete the Contract, that the Architect, or any of its consultants or representatives or the Owner, is required to prepare a punch list, such Contractor will be solely responsible for such costs. In the event that the Architect or any of its consultants or representatives, or the Owner is required to prepare punch-lists, the Contractor that is required to complete the punch-list to complete the Contract will be in default of the Contract.

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

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

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.1 that it is financially solvent, able to pay its debts as they mature and possess sufficient working capital to complete the Work and perform its obligations under the Contract Documents;

.2 that it is able to furnish the personnel, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

.3 that it is authorized to do business in the Commonwealth of Pennsylvania and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the site of the Project;

.4 that its execution of this Agreement and its performance thereof is within its duly authorized powers;

.5 that it is familiar with all Federal, State, Municipal and Department laws, ordinances and regulations, which may in any way affect the Work of those employed herein, including, but not limited to, any special acts relating to the Work or to the Project of which it is a part;

.6 that such temporary and permanent Work required by the Contract Documents as is to be done by it, can be satisfactorily constructed and used for the purposes for which it is intended, and that such construction will not injure any person or damage any property;

.7 that it is familiar with local trade jurisdictional practices at the site of the Project;

.8 that it has carefully examined the Plans, the Specifications and the site of the Work, and that, from its own investigation, it has satisfied itself as to the nature and location of the Work, the character, quality and quantity of the surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, and the general local conditions, and all other materials which may in any way affect the Work or its performance; and

.9 that it has determined what local ordinances, if any, will affect its Work. The Contractor has checked for any County, City, Borough, or Township rules or regulations applicable to the area in which the Project is being constructed and in addition, the Contractor has checked for any rules or regulations of other organizations having jurisdiction, including, but not limited to, such as chambers-of-commerce, planning commission, industries, or utility companies who have jurisdiction over lands which the Contractor occupies. Any costs of compliance with local controls shall be included in the prices bid, even though documents of such local controlling agencies are not listed herein.

§ 3.20 The Contractor agrees (in addition to the representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute the Contract, that the Contractor shall be restricted to the rights and remedies set forth in Article 15 of these General Conditions for all disputes between the Contractor and the Owner. However, the Owner's right to recover under the Contract Documents, at law or in equity shall not be restricted to the rights and remedies set forth in Article 15 of these General Conditions. This Paragraph shall survive the execution and delivery of this Agreement and the Final Completion of the Work.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 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. The term "Architect" means the Architect or the Architect's authorized representative.

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

§ 4.1.3 In case of termination of employment of the Architect, the Owner shall appoint a new Architect accordingly.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment and with the Owner's concurrence, from time to time during the one (1) year period for correction of the Work described in Section 12.2 hereof. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies 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 FACILITATING CONTRACT ADMINISTRATION

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

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

§ 4.2.6 The Architect or Owner has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or Owner considers it necessary or advisable, the Architect or Owner will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect or Owner 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 or Owner 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 as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, 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 authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

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

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assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. However, the Architect shall not have the authority to bind the Owner to accept Work to which the Owner objects as being deficient or otherwise inconsistent with 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 initial decisions, the Architect, in the absence of negligence, 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 and if approved by the Owner.

§ 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., at no additional cost to the Owner.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 No later than five (5) days from receipt of the Notice of Intent to Award, the Contractor shall furnish the Owner, and the Architect, in writing, (1) the name, trade, and Subcontract amount for each Subcontractor, (2) the names of all persons or entities proposed as manufacturers of the products identified in the Specifications (including, without limitation, those who are to furnish materials or equipment fabricated to a special design) and, where applicable, the name of the installing Subcontractor. Not later than five (5) days subsequent to the execution of the Owner-Contractor Agreement, the Contractor shall furnish the Owner, and the Architect, in writing, (3) copies of any and all agreements by, between and among the Contractor and each Subcontractor along with all documentation related to such agreements. The Contractor agrees that the Owner will be a third party beneficiary of each Subcontract. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review.

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing;
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract; and
- **.3** the Contractor agrees upon Owner's request to execute whatever instruments Owner may require confirming any such assignment.

Except as set forth in Section 5.4.3 hereof, when the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity and in such case the successor contractor or other entity and not the Owner shall assume the Contractor's rights and obligations under the subcontract.

§ 5.5 PAYMENTS TO SUBCONTRACTORS OR MATERIAL SUPPLIER BY THE CONTRACTOR

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

§ 5.6 PAYMENTS TO SUBCONTRACTORS BY THE OWNER.

§ 5.6.1 If the Owner fails to approve an Application for Payment for a cause which the Owner and Architect determine is the fault of the Contractor, and not the fault of the particular Subcontractor, or if the Contractor fails to make payment which is properly due to a particular Subcontractor, the Owner may pay such Subcontractor directly, less the amount to be retained under its Subcontract. Any amount so paid by the Owner shall be repaid to the Owner by the Contractor in the manner set forth in Paragraph 2.4.

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts 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 these including those portions related to insurance and waiver of subrogation. This Project will be performed with multiple Prime Contractors as indicated in the Contract Documents. The Contractors shall be aware that schedule adjustments will be required to coordinate with the Work of their Contract with the Work of other Prime Contractors.

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

§ 6.1.3 The Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts, the Owner shall provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them.

§ 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 report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractors completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall not be responsible for any additional costs due to delays and that, if justified, Contractor is only entitled to an extension of time as full compensation for any delay created by the Owner as set forth in Section 8.3.4 hereof.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5. The Contractor agrees to defend, indemnify and hold the Owner harmless from any claims or damages brought by a separate Contractor arising out of actions or omissions of the Contractor or his Subcontractors or suppliers in performing its Work under the Contract Documents.

§ 6.2.5 DISPUTES OR ACTIONS BETWEEN CONTRACTORS

§ 6.2.5.1 Should the Contractor, either itself or by its Subcontractor or Sub-Subcontractors or their respective agents, servants, or employees, cause damage or injury to the property or Work of other Contractors or Subcontractors, or by failing to perform its Work (including, without limitation, the Work of its Subcontractor or Sub-Subcontractors) with due diligence, delay any Contractor or Subcontractors, which suffer additional expense or damage as a result, the parties involved in such dispute and their respective Sureties shall settle by agreement or arbitrate said claim, dispute or action by referring same to the American Arbitration Association. Said claim, dispute or action shall be determined pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The Owner will not be a party to disputes or actions between Contractors, the Sureties or Subcontractors concerning such additional expense or damage. It is agreed by all parties that claims, disputes or actions between Contractors, Sureties and Subcontractors concerning the additional expense or damage will not delay completion of the Work, which shall be continued by the parties, subject to the rights hereinbefore provided. It is agreed by the parties to this Agreement (the Owner as promisee and the Contractor as promisor) that the intent of this clause is to

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benefit the Contractors and their Sureties on the Project and to serve as an indication of the mutual intent of the Owner and the Contractor that this clause raise such other Contractors to the status of third party beneficiaries only as to the terms and conditions of each paragraph of Article 6. The Contractor agrees that the paragraphs of Article 6 are provided as a benefit to the Contractor and, that they specifically exclude claims, disputes or actions against the Owner for delay or other damages.

§ 6.2.5.2 The Contractor agrees that all claims, disputes and other matters in question between Prime Contractors, their Sureties or Subcontractors, which arise out of, or are related to this Agreement, or the breach thereof, as provided in Subparagraph 6.2.5.1, shall be settled by agreement or resolved by arbitration, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, unless the parties mutually agree otherwise. This agreement to arbitrate is in consideration of the fact that all other Prime Contractors agree to this same arbitration provision, as provided in each separate Prime Contract required for the construction of this Project, and is specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accord with applicable law in any court having jurisdiction thereof. The Owner shall not be a party to this arbitration.

§ 6.2.5.3 Notice of the demand for arbitration shall be filed in writing with the other Prime Contractor(s) and with the Regional Office of the American Arbitration Association. A copy of the demand shall be filed with the Architect and the Owner. The demand for arbitration shall be made within thirty (30) days after the claim, dispute or other matter in question has arisen. The Owner shall not be a party to the claim, dispute or other matter in question, but shall be a witness in any arbitration at the request of any party to the arbitration. The Owner will be provided with copies of all documents submitted to the arbitrator at no cost to the Owner.

§ 6.2.5.4 The Contractor hereby agrees that the Contractor's sole remedy for including, without limitation, injuries, damages or expenses resulting from disputes between Contractors, Sureties or Subcontractors will be to seek recovery from the other Contractors, Sureties or Subcontractors for the transgressions of such other Contractors, Sureties or Subcontractors. The Contractor hereby further agrees that it shall have no recourse against the Owner for the transgressions of other Contractors, Sureties or Subcontractors that result in including, without limitation, delay, acceleration, out-of-sequence Work, overtime, stacking of trades, failure to adequately clean the work areas, disputes over the scope of the Contractor's work, or disputes between Contractors, Sureties or Subcontractors regarding any other matter concerning the Project.

§ 6.2.5.5 The Contractor acknowledges that the restrictions contained in these General Conditions are reasonable and necessary in order to protect the legitimate interests of the Owner and that any violation of these General Conditions would result in irreparable injuries to the Owner and monetary damages would be inadequate to compensate the Owner for a violation of these General Conditions. Therefore, the Contractor hereby agrees that if the Contractor disregards any paragraph of these General Conditions, including, without limitation, any portion of this Article 6, and institutes or attempts to institute any proceeding (e.g., arbitration, litigation, mediation, etc.) against the Owner for including, without limitation, injuries, damages or expenses resulting from disputes between Contractors, Sureties or Subcontractors, the Owner is entitled to obtain from any court of competent jurisdiction preliminary and permanent injunctive relief to prevent the Contractor from pursuing any proceeding against the Owner and the Owner is entitled to stay any such proceeding. In the event that the Owner pursues preliminary or permanent injunctive relief to prevent the Contractor from pursuing any proceeding against the Owner or that the Owner attempts to stay any such proceeding, the Contractor and the Contractor's Surety shall be jointly and severally liable for and shall reimburse the Owner immediately upon demand for including, without limitation, all legal fees, professional fees and all other costs associated therewith incurred by the Owner. The Owner's rights set forth in this Paragraph 6.2.5.5 shall be in addition to all other rights of the Owner granted in the Contract Documents, at law, or in equity.

§ 6.2.6 In case any direct or indirect injury is done to existing, street or underground structures, sewers, mains, or to public or private property of any kind, or to any materials or fixtures, by or because of the Work, in consequence of any act or omission on the part of the Contractor, its employees or agents, the Contractor, at its own cost and expense, except where hereinafter specified otherwise, shall restore such structures, property, or materials to a condition equal to or similar to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise as may be required by the Architect and Owner. To the extent that the Contractor fails or refuses to meet the requirements of this Paragraph and such failure and/or refusal results in the Owner incurring additional legal fees, professional fees, other cost or expenses, the Contractor shall be liable for the same.

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§ 6.2.7 If the Contractor fails to restore such property or make good such damage, the Owner may, by contract or otherwise, proceed to repair, rebuild, or otherwise restore such property as may be necessary, and the cost thereof will be deducted from any money due, or to become due, the Contractor under this Contract; or the Owner may deduct from any money due the Contractor a sum sufficient to reimburse the Owner of property so damaged. If the amount owed is not sufficient to reimburse the Owner, the Contractor will pay the Owner said amount immediately upon demand.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

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

§ 7.2.2 Methods used in determining adjustments in the Contract Sum may include those listed in Section 7.3.3.

§ 7.2.3 To the extent that any Contractor makes an excessive number of Change Order requests, which excessiveness, shall be determined solely in the discretion of the Owner, the Owner shall have the authority in its sole discretion, to disregard any subsequent Change Order requests made by such Contractor on the same or similar scope of services and the Contractor's sole remedy against the Owner under this Agreement shall be pursuant to Article 15 of these General Conditions. Furthermore, to the extent the Owner incurs any legal fees, professional fees, expenses or costs (including, but not limited to, employee costs), arising out of or resulting from the Contractor making an excessive number of Change Order requests, the Contractor shall be liable for such legal fees, professional fees, expenses and costs.

§ 7.2.4 Any action(s) by the Owner, Architect and/or the Contractor other than actions taken pursuant to the procedures set forth in Paragraph 7.2.1 shall not constitute the approval of a Change Order, including, without limitation, the Owner's, and/or the Architect's execution of the Contractor's time sheets upon which the Contractor submits a Change Order request. Furthermore, to the extent the Owner incurs any legal fees, professional fees, expenses or costs (including, but not limited to, employee costs), arising out of or resulting from the Contractor's failure to follow the proper procedures for approval of a Change Order, the Contractor shall be liable for such legal fees, professional fees, expenses and costs.

§ 7.2.5 So as not to unduly delay the Project when a Contractor's Change Order request has not been approved pursuant to the procedures set forth in Paragraph 7.2.1 within thirty (30) days of the Contractor's submittal of such Change Order, or where the parties cannot agree as to the amount of compensation for a Change Order, the Contractor shall continue to perform its services and the Contractor's sole remedy against the Owner under this Agreement shall be pursuant to Article 15 of these General Conditions.

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§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. Notwithstanding anything else to the contrary in the Contract Documents, when a Construction Change Directive is not agreed upon by the Contractor, the Contractor shall continue to perform the change in the Work involved so as not to delay the Project and the Contractor's sole remedy against the Owner under this Agreement shall be pursuant to Article 15 of these General Conditions.

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for combined office and field overhead (i.e. General Conditions and General Requirements – Division 1 of the Specification) and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- **.1** Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- **.2** Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- **.3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- **.4** Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work shall be submitted without mark up; and
- **.5** Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.7.1.1 Labor: (As specified in Section 7.3.7.1) Labor costs shall be the certified Base Prevailing Wage Rate, plus actual fringe benefits per wage determination (bound in the Project Manual) plus FICA, SUTA, FUTA and Workmen's Compensation.

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment to the extent that such Work was completed under the Construction Change Directive. For any portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

§ 7.3.11 In Paragraph 7.3.7, the allowance for the combined office and field overhead (i.e., General Conditions and General Requirements – Division 01 of the Specifications) and profit included in the total cost to the Owner shall be based on the following schedule:

.1 For the Contractor, for Work performed by the Contractor's own forces, ten percent (10%) of the cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, five percent (5%) of the amount due the Subcontractor.

.3 For each Subcontractor or Sub-Subcontractor involved, for Work performed by the Subcontractor's or Sub-Subcontractor's own forces, five percent (5%) of the cost.

.4 Cost to which office and field overhead (i.e., General Conditions and General Requirements-Division 01 of the Specifications) and profit is to be applied shall be determined in accordance with Paragraph 7.3.7.

.5 In order to facilitate checking of quotation for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including, without limitation, labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving an amount greater than or equal to Two Hundred Dollars ($200.00) be approved without such itemization.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

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

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

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§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work. The dates listed in the Preliminary Construction Schedule, if provided, are minimum performance dates and each Contractor agrees to schedule, coordinate, and staff in accord with actual progress of the Work. Each Contractor agrees to increase manpower, increase work hours, and to increase equipment necessary to maintain the Project schedule. Such measures undertaken by each Contractor will be at no additional cost to the Owner.

§ 8.2.1.1 Any Preliminary Construction Schedule, if provided, is for information purposes only and constitutes a proposed sequence of events based on standard practices.

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

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. Each Contractor agrees to increase manpower, increase work hours, and to increase equipment necessary to maintain the Project schedule. Such measures undertaken by the Contractor will be at no additional cost to the Owner.

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

§ 8.2.4.1 In addition to the liquidated damages set forth in Article 9, the Contractor agrees to pay all associated costs for the Architect to extend their Agreement to remain on the Project due to the failure of the Contractor to complete the Work within the time frame stipulated in the Project schedule. Damage to other Prime Contractors that are an extension of this clause are to be recovered pursuant to Article 6.2 of the General Conditions.

§ 8.2.4.1.1 The determination of costs will be based on the level of completion of the Work by the Contractor.

§ 8.2.4.1.1.1 Should a single Contractor fail to complete the Project within the time frame stipulated in the Project Schedule, that sole Contractor shall be responsible for all costs listed in Paragraph 8.2.4.1.

§ 8.2.4.1.1.2 Should more than one Contractor fail to complete the Project within the time frame stipulated in the Project schedule, the costs will be proportionate to the level of the completion of the Work and the value of each Contractor's Contract Sum weighed against the total Project cost of all separate Agreements.

§ 8.2.5 Application of Provisions

§ 8.2.5.1 In accordance with the requirements of Division 01 Section "Construction Progress Documentation", the Contractor must present to the Architect a Preliminary Construction Schedule. If shift, premium time, or overtime work must be utilized to permit timely completion, it should be so noted on the Preliminary Construction Schedule. The cost of the shift, overtime or premium time is to be included in the Contractor's Bid price. The cost of all schedule submittals is the responsibility of the Contractor.

§ 8.2.5.2 Bi-weekly updates to the Final Construction Schedule shall be provided by the Contractors in a format approved by the Owner and Architect.

§ 8.2.6 Progress Meetings

§ 8.2.6.1 During the construction period, the Contractor shall provide weekly to the Architect and the Owner's representative a biweekly progress update report showing progress during the previous week and any changes to accepted schedule. This will be provided in a format approved by the Owner and Architect.

§ 8.2.6.2 There will be biweekly meetings during the construction period. The Contractor must have an on-site

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superintendent available to attend these meetings and be responsible for interfacing with the overall planning and coordination effort. Meetings may be held more or less frequently at the discretion of the Owner and/or Architect and updates to the Final Construction Schedule may be requested more frequently than on a bi-weekly basis at the discretion of the Owner and/or Architect.

§ 8.2.7 Adherence to Schedule

§ 8.2.7.1 The Owner reserves the right to withhold monthly progress payments if the Contractor is behind schedule, unless the Contractor proves, in writing, that the delays are not the fault of the Contractor and to which the Architect agrees.

§ 8.2.7.2 The monthly progress payments will only be released after the Contractor reaches the status of completion for that month comprehended by the Project construction schedule.

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

.1 The Contractor shall not, under any circumstances, be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by Owner under or pursuant to this Paragraph 8.2.

§ 8.2.7.4 The Owner may exercise its rights pursuant to Paragraph 8.2 as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any completion dates set forth in the Contract Documents.

§ 8.2.8 Procurement Schedule

§ 8.2.8.1 If requested by the Owner, the Contractor shall provide a Procurement Schedule within a reasonable period of time which shows items to be purchased, date of purchase, quoted dates of delivery, current estimated date of delivery, and last date of contact with the vendor. The Procurement Schedule shall be updated biweekly and presented to the Architect.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Architect, or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending litigation; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. Where the delay arises from acts, omissions, or defaults of another Contractor or the other Contractor's, Subcontractors and suppliers, then the Contractor will be entitled no extension of time and its sole remedy will be an arbitration proceeding pursuant to Paragraph 6.2.5 of the General Conditions.

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

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

§ 8.3.3 No payment or compensation will be made to the Contractor as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work, notwithstanding whether such delays be avoidable or unavoidable. The Contractor's sole remedy for delays shall be an extension of Contract Time, pursuant to and only in accordance with this Paragraph 8.3. Such extension shall be a period equivalent to the time lost, day

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for day, by reason of any and all of the aforesaid causes. Nor will the Contractor be permitted to make any claim for acceleration or for costs or expenses associated with acceleration nor will the Contractor be permitted to make a claim for out-of-sequence work (e.g., winter protection costs). In the event that the Contractor chooses to assert such a claim for delay, acceleration or out-of-sequence work, or litigate this provision, and the Contractor fails to prevail as to its entire claim in its litigation, the Contractor shall be liable to the Owner and shall reimburse the Owner for any legal fees, professional fees, costs or expenses associated with analyzing, defending or otherwise opposing any such claim or litigation.

§ 8.3.4 The Owner shall not be liable to the Contractor for any expenses, damages, loss of profits (anticipated or otherwise) or charges of any nature whatsoever (including, but not limited to, legal fees and professional fees) which shall result because of any extension of the time of completion which shall be granted by the Owner to the Contractor or to any other Contractor employed by the Owner to perform any other portion of the Project, or which shall result because of any delay or hindrance of any nature whatsoever in the progress of the Work (e.g. winter protection costs), whether such delay or hindrance shall be avoidable or unavoidable. In the event the Contractor chooses to litigate this provision and fails to prevail as to its entire claim in its litigation, the Contractor shall reimburse the Owner and the Architect for any legal fees, professional fees and all other costs and expenses associated with analyzing, defending or otherwise opposing any such claim or litigation.

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

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

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

§ 8.3.8 Any delay attributable to lack of coordination or cooperation by and/or between the Contractors and the Subcontractors, will not be recognized by the Owner as a basis for any claim for increasing any Contract Sum, but shall be settled as provided in Paragraph 6.2 and its Subparagraphs of the General Conditions.

§ 8.3.9 The Contractor's sole remedy for Change Orders shall be an extension of the Contract Time pursuant to this Paragraph 8.3. Such extension of the Contract Time shall be for a period equivalent to a reasonable amount of time to perform the Change Order as the Owner and the Architect determine with such determination to be set forth in writing. Therefore, no claim by the Contractor for an increase in the Contract Sum, out-of-sequence work or for other changes in the construction schedule will be allowed by the Contractor as a result of the Contractor performing Work contained in a Change Order.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, no later than seven (7) days before the date scheduled for submittal of the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the Contract Documents, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. The form of Application for Payment shall be notarized AIA Document G702, Application and Certificate for Payment, supported by AIA Document G703, Continuation Sheet.

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

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

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

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

§ 9.3.4 Payments to the Contractor will be made monthly for Work completed as of the last calendar day of the month, or during a period of one (1) calendar month ending on a day mutually agreed to by the Owner and the Contractor, provided that all requirements of the Agreement have been and are being complied with.

§ 9.3.5 Not later than the day of the month agreed to by all parties concerned, the Contractor shall submit to the Architect, in quadruplicate (4), itemized Applications for Payment, supported to the extent required by the Architect by receipts or other vouchers, showing payments for materials and labor, payments to Subcontractors, manufacturers and suppliers and such other evidence of the Contractor's right to payment as the Architect may direct. At least ten (10) days prior to the date established for the Contractor's submission of the Application for Payment, the Contractor shall provide an informal copy of the Application for Payment to the Architect for his review. The Architect will advise the Contractor as to whether the Application for Payment is acceptable or as to what changes shall be required.

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

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

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

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by such Contractor; or

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

§ 9.3.6.1 In addition to the Owner's right to determine if a specific cause for greater withholding exists under Paragraph 9.3.6, the Architect shall be entitled to determine if a specific cause for greater withholding exists under this Paragraph 9.3.6.1. The Architect shall reject the reduction in retainage if the Contractor is not making satisfactory progress in its Work or if the Architect determines that there is a specific cause for greater withholding. The Architect will consider the following items when reviewing a request for reduction in retainage and failure to meet any of the following requirements may be considered by the Architect as sufficient grounds for rejecting a reduction of retainage:

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

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

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

§ 9.3.7.1 In the event a dispute arises between the Owner and a Contractor, the Owner shall have the option as it deems necessary, in its sole and absolute discretion, to either continue to withhold ten percent (10%) of the amount due the Contractor or to withhold additional retainage over and above the amount already retained by the Owner in the sum of one and one-half (1.5) times the amount of any possible liability until such time as a final resolution is agreed to by all parties directly or indirectly involved, unless the Contractor causing the additional claim furnishes a bond satisfactory to the Owner to indemnify the Owner against the claim.

§ 9.3.8 The Architect shall make final inspection within ten (10) days of receipt of the Contractor's request for final inspection and Application for Final Payment. If the Work is substantially completed and all other obligations have been met, the Architect shall issue a Certificate of Completion and a final Certificate for Payment and the Owner shall make payment in full within forty-five (45) days thereafter, less only one and one-half (1.5) times such amount as is required to complete any then remaining, uncompleted, minor items, which amount shall be certified by the Architect and upon receipt by the Owner of any guarantee bonds which may be required, in accordance with the Contract Documents, to insure proper workmanship for a designated period of time. The certificate given by the Architect shall list in detail each and every uncompleted item and a reasonable cost of completion.

§ 9.3.9 Final Payment of any amount so withheld for the completion of the minor items shall be paid thirty (30) days after written notice by the Contractor or thirty (30) days after written verification of completion of said items by the Architect/Engineer, whichever is later.

§ 9.3.10 If Final Payment due the Contractor for the Owner after Final Completion of the Contract is not paid within thirty (30) days of written notice, except for amounts disputed in good faith by the Owner, then the Contractor shall be entitled to interest at a rate of two percent (2%) per annum.

§ 9.3.11 All Applications for Payment are material and therefore the representations made by figures, language and documentation are material and the Contractor understands that the Owner is relying on those representations.

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§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, or notify the Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Architect shall forward such notification to the Contractor no later than the date established for such progress payment to the Contractor as set forth in the Contract Documents.

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

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

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

§ 9.6 PROGRESS PAYMENTS

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

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shall not constitute approval or acceptance of any item of cost in the Application for Payment. No partial payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or relieve the Contractor of any of its obligations hereunder with respect thereto.

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

§ 9.6.2.1 The Contractor shall, at the request of the Owner or the Architect, prior to the submission of an Application for Payment, submit an affidavit signed by the Contractors, Subcontractors', manufacturers and/or suppliers that they have been paid for their portion of the Work from previous Applications for Payment.

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

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

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

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

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

§ 9.7 FAILURE OF PAYMENT

If the Owner does not pay the Contractor within twenty-one (21) days after the date established in the Contract Documents the amount certified by the Architect or awarded by a nonappealable order from a court of competent jurisdiction, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents , and the local authority having jurisdiction has issued an approval based on Code Inspections so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.1.1 A condition precedent to Substantial Completion will be the Architect's receipt of the Contractor's notification for Substantial Completion inspection and the Architect's inspection of the Project.

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

§ 9.8.2.1 The Architect will verify the list provided by the Contractor and the Architect will, within fourteen (14)

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days after the receipt of the Contractor's notification for Substantial Completion, issue a list of any additional items to be completed or corrected. Should the Contractor fail to include its listing of Work that needs to be completed or corrected, the Architect will not be obligated to inspect the Project until such list is provided.

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

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

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

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

§ 9.9.4 As portions of the Project are completed, and occupied, the Contractor shall ensure the continuing construction activity will not unreasonably interfere with the use, occupancy and quiet enjoyment of the completed portions thereof.

§ 9.9.5 The Contractor agrees to coordinate the Work with the Owner in order to minimize disturbance to occupied portions of the structure. In the event performances or tests are conducted in close proximity to the Work in progress, the Contractor agrees to cease all Work which may disturb the Owner's occupants at the site.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and

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that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

§ 9.10.3.1 If more than one (1) inspection for Final Completion is required, the Contractor will be billed and responsible for the professional fees and services of the Architect. Following Substantial Completion, in the event the Contractor or its Subcontractor fails to complete the list of items of the Work instructed by the Architect to be corrected or completed within the time period set forth elsewhere in the Contract Documents or if no such time period is set forth elsewhere in the Contract Documents, then within fourteen (14) days after the date of Substantial Completion, the Owner may: (i) exercise any available remedies to correct or complete deficient Work or retain a third party to correct or complete such Work at the cost of the defaulting Contractor; and (ii) retain and deduct from any payments or retention otherwise due to the defaulting Contractor any fees and expenses for services required to be provided by the Architect more than twenty-one (21) days after the date of Substantial Completion, and (iii) recover against the Contractor and Surety under the Performance Bond and Payment Bond, as part of its damages any and all legal fees and professional fees, jointly and severally, and all other costs and expenses incurred by the Owner in connection with the Owner's pursuit of its rights under the Performance Bond and Payment Bond, including, but not limited to, any and all legal fees, professional fees and all other costs and expenses related thereto. The Owner shall have the right to set off said amounts against any amount alleged to be due and owing to the Contractor on the base amount of the Contract.

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

§ 9.11 LIQUIDATED DAMAGES

§ 9.11.1 The Contractor and Contractor's Surety shall be jointly and severally liable for and shall pay the Owner the cost of expenses incurred by the Owner resulting from the Contractor's delay in completing the Work of the Contract within the Contract Time, as liquidated damages, and not as a penalty, in the amount of Two Thousand Five Hundred Dollars ($2,500.00), per Contractor, per calendar day, for the first Seven (7) days after the established completion deadline, Five Thousand Dollars ($5,000.00), per Contractor, per calendar day, for the following Seven (7) days, and Seven Thousand Five Hundred Dollars ($7,500.00), per Contractor, per calendar day, for each day thereafter until the Date of Substantial Completion, subject to adjustments of the Contract Time as provided in the Contract Documents. In addition to the foregoing and without limiting the foregoing, the Contractor and

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Contractor's Surety shall be jointly and severally liable for and shall pay the Owner the cost of expenses incurred by the Owner resulting from the Contractor's delay in submitting Shop Drawings, Product Data, Samples and similar submittals beyond the required number of days specified for such submittals as provided in the Contract Documents as liquidated damages, and not as a penalty, in the amount of Five Hundred Dollars ($500.00) per calendar day, for each calendar day of delay until such submittal has been properly submitted as provided in the Contract Documents. All submittals shall be received from the Contractors by the earlier of the date set forth in the Contract Documents, if applicable, or within fourteen (14) days of the Notice to Proceed.

In the event the Contractor or Surety litigates the validity of this provision or the assertion of liquidated damages, the Contractor and Surety, jointly and severally, shall also be liable for legal fees, professional fees, costs, other expenses and/or damages incurred by the Owner. This liquidated damages provision applies to each phase of construction. Owner's right to receive liquidated damages shall be in addition to all other rights and remedies available to the Owner at law or in equity.

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

§ 9.11.3 The Owner shall have the right to deduct the total amount of liquidated damages for which the Contractor may be liable under this Article from any payments then or thereafter due the Contractor.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Owner and Architect within three (3) days after the receipt of the Notice to Proceed.

§ 10.1.1 Prior to performing any Work on the Project site, the Contractor shall submit to the Owner and Architect its Project Safety and Health Program fully describing the Contractor's commitments for meeting its obligations to provide safe and healthy working conditions for its employees, and generally contribute and enhance safety at the Project site. The Contractor's program shall reference federal and state OSHA standards and other rules and regulations applicable to construction activities on the Project. The Contractor's Project Safety and Health Program shall include, without limitation, as a minimum, the following:

.1 New Hire Safety and Orientation Program: Each new or reassigned employee of the Contractor shall receive a thorough safety orientation including, but not limited to, employer/employee responsibilities under federal/state OSHA regulations, ear protection in high noise level areas, respiratory protection, Material Safety Data Sheets (MSDS), fire protection, first aid facilities, and look-out procedures on electrical equipment. Attendance at the New Hire Safety and Orientation Program meeting is required and records must be kept on file in the Contractor's office for review.

.2 Weekly Tool Box Safety Meetings: The Contractor shall conduct Weekly Tool Box Safety Meetings to provide employees with current safety information. Attendance is required and records must be kept on file in the Contractor's office for review.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors;

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and

.4 construction or operation by the Owner or other Contractors.

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

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor responsible.

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

§ 10.2.4.1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner reasonable advance notice.

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

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If the Contractor suffers injury or damage to person or property because of an act or omission of another party, written notice of such injury or damage, whether or not insured, shall be given to the Owner and Architect within a reasonable time not exceeding 21 days after discovery otherwise such claim shall be waived. The notice shall provide sufficient detail to enable the other party to investigate the matter. The Owner shall not be responsible for actions or inactions of other Contractors. Notwithstanding any provision of the Contract Documents to the contrary, no applicable statute of limitations for the Owner shall be deemed to have commenced with respect to any portion of the Work which is not in accordance with the requirements of the Contract Documents, which would not be visible or apparent upon conducting a reasonable investigation and which is not discovered by the Owner. In such instances, any applicable statute of limitations shall be deemed to have commenced on the date of actual discovery by the Owner. The statute of limitations for the Contractor shall be either one (1) year commencing on the date of Substantial Completion and shall expire one (1) year from the date of Substantial Completion or shall be one (1) year commencing on the date of the alleged breach and expiring one (1) year after the alleged breach, whichever is earlier.

§ 10.2.9 The Contractor shall furnish four (4) sets of Material Safety Data Sheets (MSDS) to the Owner for all materials used on the Project in accordance with government requirements. In addition, the Contractor shall maintain one (1) set of MSDS on the Project site for periodic inspection by the Owner. The Contractor shall be responsible for compliance with OSHA and the Hazard Communications Standard.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death

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to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. Upon receiving notice of such material or substance the Owner will take necessary measures to have the material tested and/or removed as is appropriate to the condition. If any such material or substance is confirmed to cause foreseeable bodily injury or death to persons, the Contractor's sole remedy shall be to request an extension of the Contract Time, if permitted under Paragraph 8.3.1.

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

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. This indemnity provision shall only apply where the Contractor has strictly complied with the provisions of Section 10.3.1.

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

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's sole negligence.

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

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 From signing of the Agreement until thirty (30) days after Final Payment (except as otherwise noted below), the Contractor shall at its own expense, purchase and maintain insurance in companies properly licensed to do business in the Commonwealth of Pennsylvania and have an A- or better, or financial rating of IX or better with the A.M. Best's Company Key Rating, Guide Latest Edition and being, satisfactory to Owner and Architect, and which are licensed to practice business in the Commonwealth of Pennsylvania. The Contractor shall obtain insurance for protection from claims under workers' compensation acts and other employee benefits acts which are applicable, claims for damages because of bodily injury, including, without limitation, death, and claims for

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damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. Insurance shall be carried with companies which are financially responsible. If any such insurance is due to expire during the construction period, the Contractor shall not permit the coverage to lapse and shall furnish evidence of continued coverage to the Owner and the Architect for record. The minimum coverage limits set forth herein shall be subject to periodic review, and Owner reserves the right to require that the Contractor increase the minimum coverage limits if, in the reasonable opinion of Owner, the minimum coverage limits become inadequate.

§ 11.1.2.1 Workmen's Compensation including, without limitation, Occupational Disease and Employer's Liability Insurance:

.1 Statutory Amounts and coverage as required by Commonwealth of Pennsylvania Workmen's Compensation laws.

.2 Employer's Liability at least $1,000,000 each accident; $1,000,000 disease policy limits; $1,000,000 disease each employee.

.3 Waiver of Subrogation in favor of Owner, when permitted by State law.

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

.1	General Aggregate (Other than Products and Completed Operations)	$2,000,000
.2	Products and Completed Operations Aggregate	$2,000,000
.3	Per Project Aggregate	$2,000,000
.4	Personal and Advertising Injury	$1,000,000
.5	Each Occurrence	$1,000,000

.6 Products and Completed Operations Insurance shall be maintained for a minimum period of three (3) years after final payment and the Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period.

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

.1 Bodily Injury and Property Damage Combine
Each Occurrence $1,000,000

§ 11.1.2.4 Umbrella Excess Liability Policy written on an excess basis with minimum coverage limits not less than $2,000,000 for each occurrence and $2,000,000 in the aggregate which provides excess coverage over all underlying insurance policies. The Umbrella Excess Liability Policy shall include, without limitation, a follow form aggregate provision.

§ 11.1.2.5 Contractor's Pollution Liability Policy: $1,000,000 each loss, $1,000,000 aggregate coverage to be provided for pollution claims resulting from the operations of the Contractor and any Subcontractors, as well as any materials or supplies brought onto the jobsite. Policies to include coverage for Bodily Injury, Property Damage, and Cleanup Costs. Including Mold Coverage and Asbestos Coverage.

§ 11.1.2.6 The Contractor shall provide a Certificate of Insurance, **naming the Owner, County of Berks, its elected officials, agents, and employees, and the Architect, as additional insureds for "ongoing operations" and "products and completed operations" for a period of three years after final payment under the Commercial General Liability Coverage. Coverage should be provided by ISO Endorsements CG20 10 07 04 and CG2037 07 04 or their equivalent. Contractor's Commercial General Liability and Umbrella/Excess Policy shall be Primary to and will not require contribution from any other insurance under which the Additional Insured is**

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a Named Insured. To the fullest extent permitted by applicable state law, all policies shall contain a Waiver of Subrogation Clause.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD Form 25S will be acceptable.

§ 11.1.3.1 Each Contractor shall submit to the Owner within seven (7) days of the Notice of Intent to Award, an appropriate Certificate of Insurance which certifies that the Contractor is covered by insurance requirements of Article 11, Subparagraphs 11.1.2.1 through 11.1.2.5. Further, each Contractor fully understands that failure to timely submit the Certificate of Insurance shall give the Owner the option to withdraw the award, and forfeit the Bidder's Bid Bond.

§ 11.1.4 The Contractor shall furnish three (3) copies of Certificates of Insurance herein required; furnish three (3) copies of any endorsements that are subsequently issued amending coverages or limits; and furnish three (3) copies of Certificates of Insurance at time of policy renewal indicating such renewal. The Certificates of Insurance shall set forth evidence of all coverages required by the Contract Documents, and shall specifically certify that the coverage afforded under these policies will not be canceled, non renewed, materially changed, or the limits reduced without a minimum of thirty (30) days prior written notice, by certified mail, to the Owner. Failure to furnish the correct types of insurance on the correct forms in the correct amounts shall constitute a material breach of the conditions for award of the Agreement and the Contractor shall be deemed to be in default.

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. The Owner shall purchase builder's risk insurance for the Project, which insurance will provide coverage for the Contractor's interest in its portion of the Work completed as well as any material of the Contractor physically located on the Project site which will become a permanent part of the building. Furthermore, each Contractor shall be solely liable for paying the deductible on the Owner's builder's risk insurance for the Project for any claims relating to such Contractor's Work. The Owner's builder's risk insurance deductible will be $5,000.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

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§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then affect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the Contractor stores work offsite, the Contractor shall provide insurance coverage for portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the Work in transit.

§ 11.3.1.4 The Owner and the Contractor intend that policies provided in response to these provisions shall protect all of the parties insured and provide primary and non-contributory coverage for losses and damages caused by the perils covered thereby. Accordingly, such policies shall state that in the event of payment of loss or damage, the insurer shall have no right of recovery against the parties named as insureds or additional insureds. In addition, all of the Contractor's insurance policies and the Certificates of Insurance shall state that such insurance is primary and non-contributory with respect to any other valid and collectible insurance policies.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. ~~The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.~~

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 ~~If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.~~

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of

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subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds shall be obtained from a company acceptable to the Owner and authorized to transact business in the Commonwealth of Pennsylvania, and the cost thereof shall be included in the Contract Sum. The amount of each Payment Bond and Performance Bond shall be equal to one hundred percent (100%) of the Contract Sum. All Payment and Performance Bonds shall be on the County specified forms included with this contract.

The insurance carriers from whom the Contractor has purchased bonds must be listed in the most recent U.S. Treasury Department Circular and the amount of said bonds in question must not exceed the acceptable limit therein recommended for bonds.

§ 11.4.2 The Contractor shall deliver the required Payment Bond and Performance Bond to the Owner not later than seven (7) days after receipt of Notice of Intent to Award.

§ 11.4.3 The Contractor shall require the attorney-in-fact who executes the required Payment Bond and Performance Bond on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

§ 11.4.4 If a Contractor fails to deliver a Payment Bond and Performance Bond in the amounts and types required, in accordance with Paragraph 11.4.1, the Owner may declare the Contractor in default and may award the Contract to the next lowest responsive, responsible bidder and require, among other things, surrender of the Bid Bond by such Contractor. All bonds required by the Contract Documents must involve insurance providers that are licensed and authorized to conduct business in the Commonwealth of Pennsylvania.

§ 11.5 INSURANCE CARRIERS

§ 11.5.1 If any party is damaged by the failure of the other to purchase or maintain insurance required under Article 11 and so notifies the other party, then the party who failed to purchase or maintain the insurance shall bear all reasonable costs properly attributable thereto.

§ 11.5.2 Whenever the Contractor is required under these Contract Documents to furnish insurance coverage, all policies of insurance so furnished shall be issued by an insurance company or by insurance companies licensed to do business in the Commonwealth of Pennsylvania.

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ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.1.1 Work that is rejected or fails to conform to the requirements of the Contract Documents that requires any review, research, recommendation, meetings or direction by the Architect, or any other consultants in order to substantiate the same or to approve remedies or alternate solutions will be subject to Paragraph 12.2.2. The Architect and any consultant will be compensated for such additional Work at the prevailing rates by the Owner, who will be entitled to back charge the responsible Contractor for such fees, as well as any legal fees, professional fees, other expenses or costs incurred. The Owner may deduct the same from any Application for Payment or any amount of retainage.

§ 12.2.2.1.2 If prior to the date of Substantial Completion, the Contractor, a Subcontractor or anyone for whom either is responsible uses or damages any portion of the Work, including, but not limited to, mechanical, electrical, plumbing and other building systems, machinery, equipment or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

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

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

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

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

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

§ 12.2.6 Nothing contained in this Paragraph shall decrease the responsibilities set forth in the Performance Bond.

§ 12.2.6.1 The obligations under Paragraph 12.2 shall cover any repairs and replacement to any part of the Work or other property caused by the defective Work.

§ 12.2.6.2 Upon completion of any Work under or pursuant to this Paragraph 12.2.2 and its subparagraphs, the one (1) year correction period in connection with the Work requiring correction shall be renewed and recommence.

§ 12.2.6.3 The Contractor will be responsible for any expense of the Owner incurred by said uncovering or repair including, but not limited to, legal fees, professional fees, other expenses or costs.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law. All actions shall be settled in a non-jury trial and shall be brought in the Court of Common Pleas of Berks County, Pennsylvania.

§ 13.2 SUCCESSORS AND ASSIGNS

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

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

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.3.1 Written notice shall be deemed to have been duly served on the Owner if delivered in person or sent by Registered or Certified Mail to the following:

.1 Christine M. Sadler, Esq.
Berks County Solicitor
County of Berks
County Services Center
633 Court Street, 13th Floor
Reading, PA 19601

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.4.3 In the event the Contractor should breach any obligations imposed by the Contract Documents, in addition to all other damages, losses, costs and relief, whether in law or equity, which the Owner may recover the Owner shall also be entitled to an award for any reasonable legal fees incurred in attempting to enforce or recover under the Contract Documents by reason of the Contractor's breach. The Owner's right to recover under the Contract Documents, at law or in equity shall not be restricted to the rights and remedies set forth In Article 15 of these General Conditions.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs, including, without limitation, the cost of retesting for verification of compliance if necessary, until the Architect certifies that the Work in question does comply with the requirements of the Contract Documents, and all such costs shall not be included in computing the Contract Sum of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor. At the Owner's option, the Owner may retain a field testing agency for this project or other testing agencies, as the Owner deems necessary, in its sole discretion.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense. At the Owner's option, the Owner may retain a separate entity to perform the additional testing, inspection or approval not included under Section 13.5.1.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. Such amounts will be deducted, to the extent available, from any amount due such Contractor. If the amount due the Contractor is not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner within seven (7) days of receipt of the Owner's invoice for such legal fees, professional fees or other cost or expenses.

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

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

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

§ 13.6 INTEREST

Final Payment due and unpaid under the Contract Documents, except for amounts disputed in good faith by the Owner, shall bear interest from the date payment is due at the rate of two percent (2%) per annum.

§ 13.7 TIME LIMITS ON CLAIMS

As between the Owner and Contractor:

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.1 Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;

.2 Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment;

.3 After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last; and

.4 Latent Defects: Nothing herein contained shall be deemed to have caused any applicable statute of limitations to commence to run or any alleged cause of action to have accrued in the event of any latent defect not discovered until after the issuance of the final Certificate for Payment. The statute of limitations shall commence to run on any alleged latent cause of action only upon actual discovery of such latent defect.

§ 13.8 INTERPRETATIONS

§ 13.8.1 Where required hereunder to effectuate the intent of the Contract Documents, masculine shall mean neuter or feminine and the singular shall mean the plural.

§ 13.8.2 The captions and headings of various Articles and Paragraphs in the Contract Documents are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

§ 13.8.3 The invalidity of any covenant, restriction, condition, limitation or any other part or provision of the Contract Documents shall not impair or affect in any manner the validity, enforceability or effect of the remainder of the Contract Documents.

§ 13.9 EMPLOYMENT POLICIES

§ 13.9.1 The Contractor shall maintain policies of employment as follows:

§ 13.9.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

§ 13.9.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

§ 13.10 CONSTRUCTION OF THIS AGREEMENT

§ 13.10 The parties hereto acknowledge that all of them have participated in the drafting of the Contract Documents and the parties hereto expressly waive the defense of contra proferentum, i.e., that the Contract Documents or any portion of the Contract Documents may be construed against any party as the drafter thereof.

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ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 If the Work is stopped for a period of sixty (60) consecutive days under final, nonappealable order of any court or other public authority having jurisdiction, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons or entities performing portions of the Work under the Contract with the Contractor, then the Contractor may, upon fourteen (14) days written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment of all Work properly executed. In such event, the Contractor shall be entitled to payment for Work performed at the site only. This is the Contractor's sole remedy. If the Contractor challenges termination, the Contractor will forfeit its right to recover payment under this Paragraph and will be responsible for all of the Owner's costs including, but not limited to, legal fees, professional fees and other expenses and costs.

14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract. The costs of finishing the Work shall include, but not be limited to, all reasonable legal fees, professional fees, additional title costs, insurance, additional interest because of any delay in completing the Work, and all other direct and indirect consequential and/or incidental costs incurred by the Owner by reason of the termination of the Contractor as stated herein.

§ 14.2.5 In the event of termination for cause, the Owner may assess the responsible Contractor legal fees, professional fees, costs and expenses including, but not limited to, employee time attributable to said event, and the Contractor shall immediately reimburse the Owner for the same. In the event that any Contractor fails to adhere to a contractual provision or other requirements of the Contract Documents, whether the subject provision is material or not, to the extent the Owner incurs legal fees, professional fees, costs or expenses, of any kind in the Owner's attempt to enforce such provisions, the Contractor shall be liable to the Owner for the same. In such event, the Owner may deduct such amounts from any Application for Payment, retainage or otherwise invoice the Contractor.

§ 14.2.6 Notwithstanding any other provision of the Contract Documents to the contrary, in the event that the Contractor abandons its Work on the Project, as determined by the Owner in its absolute discretion, and the Contractor does not resume its Work on the Project after seven (7) days prior written notice from the Owner, then the Contractor shall be deemed automatically terminated for cause and such termination for cause shall not require

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consultation or certification by the Architect. The Owner's rights set forth in this Paragraph 14.2.6 shall be in addition to all other rights of the Owner granted in the Contract Documents, at law, or in equity.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

§ 14.3.2 The Contract Time shall be adjusted for increases in the time caused by suspension, delay or interruption as described in Section 14.3.1. No adjustment shall be made to the extent:

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment from the Owner for Work performed by the Contractor in accordance with the Contract Documents. The Contractor shall not be entitled to receive any other compensation, including, without limitation, for field and office overhead or profit (e.g. expected or actual profit), termination expenses or damages.

§ 14.4.4 In the event the Owner elects to terminate the Contractor for cause, the Owner may recover against the Contractor and Surety as part of its damages any and all legal fees, professional fees, jointly and severally, including, but not limited to, architectural fees, construction management fees, legal fees, and all other costs and expenses related thereto. The Owner shall have the right to set off said amounts against any amount alleged to be due and owing to the Contractor on the base amount of the Contract. Further, should the Contractor fail to achieve Final Completion promptly, upon written recommendation by the Architect and upon notice to the Contractor and after reasonable opportunity to cure, the Owner may, for cause, terminate the Contractor, complete the Work, and recover against the Contractor or Surety, any and all amounts that the Owner incurs, including, but not limited to, any and all legal fees, professional fees and all other costs and expenses related thereto.

§ 14.4.5 In the event that the Owner declares the Contractor in default and the Contractor's Surety fails to adhere to its obligations under the Performance Bond and Payment Bond the Surety shall be liable to the Owner for any and all damages that the Owner incurs including, but not limited to, any legal fees, professional fees, or other costs or expenses incurred by the Owner in connection with the Owner's pursuit of its rights under the Performance Bond, Payment Bond and/or applicable law, including, but not limited to, the cost of all litigation, legal fees, professional fees, and all other costs and expenses.

§ 14.4.6 To the extent any Contractor sues the Owner and the Contractor does not prevail entirely in such litigation, the Contractor shall be responsible for all of the Owner's damages including, but not limited to, any and all legal fees, professional fees and all costs and expenses related thereto.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

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§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given before proceeding to execute the Work. The Contractor's Claim shall include an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

§ 15.1.5.3 Construction Acceleration Claims

No claim for an increase in the Contract Sum or change in the Contract Time shall be based on construction acceleration. Accordingly, no course of conduct or dealings between the parties, or any express or implied statements made by the parties, nor any express or implied acceptance of alterations to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase in the Contract Sum or change in the Contract Time.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL AND/OR INCIDENTAL DAMAGES

The Contractor waives claims against the Owner for consequential and/or incidental damages arising out of or relating to this Contract. This waiver includes, but is not limited to:

.1 Consequential damages incurred by the Contractor for principal office expenses including but not limited to, the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of actual and expected profits.

.2 Incidental damages incurred by the Contractor including, but not limited to costs resulting from stopping the Work, removing and transporting the Contractor's property (e.g. the Contractor's equipment, supplies and materials) from the Project site, and storing the Contractor's property (e.g. the Contractor's equipment, supplies and materials) at an alternate location.

This waiver is applicable, without limitation, to all consequential and/or incidental damages due to either the Contractor and/or the Owner's termination in accordance with Article 14.

§ 15.1.7 CLAIMS FOR ECONOMIC LOSS

The Contractor shall have no claim or right of recovery of damages against the Owner and/or the Architect for economic loss sustained, in whole or in part, by any act or omission of the Owner and/or the Architect to the extent that such act or omission constitutes a breach of contract. Specifically, and without limiting the generality of the foregoing, the Contractor shall have no claim against the Owner or the Architect for economic loss based upon any tort, including, without limitation, negligence, negligent misrepresentation or any other tort-based theory of liability.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise

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indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to any dispute resolution proceedings relating to any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

§ 15.2.6 When a written decision of the Architect states that (1) the decision is final but subject to litigation and (2) filing of a lawsuit or a claim covered by such decision must be made by the

Contractor within thirty (30) days after the date on which the Contractor receives the final written decision, then the Contractor's failure to file suit within said thirty (30) days' period shall result in the Architect's decision becoming final and binding upon the Contractor. If the Architect renders a decision after litigation proceedings have been initiated, such decision may be entered as evidence, but shall not supersede litigation proceedings unless the decision is acceptable to all parties concerned.

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

§ 15.3 LITIGATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.5 and 15.1.6 shall be brought in the Court of Common Pleas of Berks County, Pennsylvania.

§ 15.3.2 To the extent the Contractor pursues a claim or litigation against the Owner and the Owner prevails, partially or completely, on any or all of its own claims or defenses to the Contractor's claims, leaving the Contractor with less than one hundred percent (100%) recovery, the Contractor will be liable for any and all legal fees, professional fees, costs or expenses of the Owner, as well as the true cost of any of the Owner's employees' time, associated with analyzing any claim, pursuing litigation or defending the claim or litigation. Further, to the extent any Contractor makes an excessive number of claims, which excessiveness, shall be determined solely in the discretion of the Owner, and the Owner incurs any legal fees, professional fees, expenses, costs (including, but not limited to, employee cost), the Contractor shall be liable for such fees, expenses or costs.

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§ 15.3.3 In the event of a dispute between the Contractor and the Owner, to the extent that the Owner incurs any legal fees, professional fees, or other costs or expenses, the Contractor will be responsible for those amounts, which will be deducted, to the extent available, from any amount due the Contractor. If the amount due the Contractor is not sufficient to cover such cost, the Contractor shall pay the difference to the Owner within seven (7) days of receipt of the Owner's invoice for such legal fees, professional fees, or other cost or expenses.

ARTICLE 16 STATUTORY REQUIREMENTS

§ 16.1 The Contractor's attention is directed to the fact that all applicable Federal and State laws, Municipal ordinances, the School Code, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Agreement throughout, and they are deemed to be included in the Agreement the same as though herein written in full.

§ 16.2 HUMAN RELATIONS ACT

§ 16.2.1 The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 P.L. 744, as amended from time to time (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, or non-job related handicap or disability or the use of a guide or support animal because of blindness, deafness or physical handicap, by employers, employment agencies, labor organizations, contractors and others. The Contractor shall agree to comply with the provisions of the Pennsylvania Human Relations Act, as amended from time to time, which is made part of these General Conditions as if included herein at length. The Contractor's attention is directed to the language of the Commonwealth's non-discrimination clause in 16 Pa. Code Section 49.101, et seq., as amended from time to time.

§ 16.3 PENNSYLVANIA PREVAILING WAGE ACT

§ 16.3.1 Pennsylvania Prevailing Wage Act (Act No. 442 of 1961, P.L. 987, amended by Act 342 of 1963, P.L. 653), and as amended from time to time (43 P.S. Section 165-1, et seq.). The Pennsylvania Prevailing Wage Act, the regulations thereto, and the Prevailing Minimum Wage Determination Schedule, as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the Contract during the anticipated term therefore in the locality in which the Work is performed, are made part of these General Conditions.

§ 16.3.2 No person shall be employed to Work under this Contract except competent and first-class workers and mechanics. No workers shall be regarded as competent and first-class except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours as established by the Secretary of the Department of Labor and Industry under the "Pennsylvania Prevailing Wage Act" (Act No. 442), effective February 1, 1962, amended by Act 342 of 1963, P.L. 653 and as amended from time to time.

§ 16.3.3 The general prevailing minimum wage rates including contributions for employee benefits as determined by the Secretary shall be paid to the workers employed in the performance of the Contract.

§ 16.3.4 The Contractor shall pay no less than the wage rates as determined in the decision of the Secretary of Labor and Industry and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342 of 1963, P.L. 653, and as amended from time to time), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.

§ 16.3.5 All workers shall be paid no less than such general prevailing minimum wage rates and such other provisions to assure payment thereof as heretofore set forth in these General Conditions.

§ 16.3.6 The Contract provisions shall apply to all Work performed on the Contract by the Contractor and to all Work performed on the Contract by all Subcontractors.

§ 16.3.7 The Contractor shall insert into each subcontract all of the stipulations contained in these required provisions and such other stipulations as may be required.

§ 16.3.8 No workers shall be employed on the Project except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary, the procedure set forth in the Regulations shall be followed.

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§ 16.3.9 All workers employed or working on the Project shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contractual relationship which may be alleged to exist between any Contractor, Subcontractor and workers, not less than once a week without deduction or rebate, on any account, either directly or indirectly, except authorized deduction, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the Contract, the Pennsylvania Prevailing Wage Act or the Regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to any worker on the Project.

§ 16.3.10 The Contractor and each Subcontractor shall post for the entire period of construction, the wage determination decisions of the Secretary, including, without limitation, 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. The posted notice of wage rates shall contain the following information:

.1 Name of Project.

.2 Name of public body of which it is being constructed.

.3 The crafts and classifications of workers listed in Secretary's general prevailing minimum wage rate determination for the particular project.

.4 The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.

.5 A statement advising workers that if they have been paid less than the general prevailing minimum wage rate for the job classification or that the Contractor and/or Subcontractor are not complying with the Pennsylvania Prevailing Wage Act or the Regulations in any manner whatsoever, they may file a protest in writing, with the Secretary, within three (3) months of the date of the occurrence, objecting to the payment to any Contractor to the extent of the amount or amounts due or to become due to them as wages for Work performed on the Project. Any workers paid less than the rate specified in the Contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the Contract, which right of action must be exercised within six (6) months from the occurrence of the event creating, such right.

§ 16.3.11 The Contractor and all Subcontractors shall keep an accurate record showing the time, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each worker employed by them in connection with the Project and such record must include, without limitation, any deductions from each worker. The record shall be preserved for two (2) years from the date of payment and shall be open at all reasonable hours to the inspection of the Owner and to the Secretary or the Secretary's duly authorized representatives.

§ 16.3.12 Apprentices shall be limited to such numbers as shall be in accordance with a bonafide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act effective as of June 1, 1961 (Act No. 304, P.L. 604), the Rules and Regulations issued pursuant thereto (43 P.S. Sec. 90.1, et seq.), as amended from time to time, shall be employed on the Project. Any workers using the tools of a craft who does not qualify as an apprentice within the provisions of the Apprenticeship and Training Act shall be paid the rate predetermined for journeymen in that particular craft and/or classification.

§ 16.3.13 Wages shall be paid without any deductions except authorized deductions. Employers not parties to a Contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workers.

§ 16.3.14 Payment of compensation to workers for Work performed on the Project on a lump sum basis, or a piece work basis, or a price certain for the completion of a certain amount of Work, or the production of a certain result, shall be deemed a violation of the Pennsylvania Prevailing Wage Act and the Regulations, regardless of the average hourly earnings resulting therefrom.

§ 16.3.15 Each Prime Contractor and Subcontractor shall file a statement each week and a final statement at the conclusion of the Work on the Project with the Owner, 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 in the Pennsylvania Prevailing Wage Act, and the Regulations thereto, or if any wages remain unpaid to set forth the amount of wages due and owing to each worker respectively.

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§ 16.4 CITIZENS

§ 16.4.1 Only citizens of the United States of America shall be employed, in any capacity, in the performance of any Work under the Contract; provided, however, that apprentices to a trade or profession who may be under twenty-one (21) years of age shall not be subject to the foregoing restriction.

§ 16.5 SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

§ 16.5.1 The Contractor shall be fully informed of and shall comply with all local, state and federal regulations for construction as amended to date, as the rules and regulations in detail apply for the Work under the Contract. All applicable rules and regulations of governing bodies are hereby made a part of these General Conditions by reference, as if written out in full within.

§ 16.6 STEEL PRODUCTS PROCUREMENT ACT

§ 16.6.1 In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, (March 3, 1978 P.L. 6), as amended from time to time (73 P.S. Section 1881, et seq.), every public agency shall require that every Contract Document for the construction, reconstruction, alteration, repair, improvement or maintenance of public works contain a provision that, if any steel products are to used or supplied in the performance of the Contract, only those steel products produced in the United States, as herein defined, shall be used or supplied in the performance of the Contract or any Subcontractors thereunder.

§ 16.6.2 "Public Works" are defined as any structure, building, highway, waterway, street, bridge, transit system, airport or other betterment, work or improvement whether of a permanent or temporary nature and whether for governmental or proprietary use. This term includes, but is not limited to, any railway, street railway, subway, elevated and monorail passenger or passenger and rail rolling stock, self-propped cars, gallery cars, locomotives, passenger buses, wires, poles and equipment for electrification of a transit system, rails, tracks, roadbeds, guideways, elevated structures, buildings, stations, terminals, docks, shelters and repairs to any of the foregoing.

§ 16.6.3 "Steel products" are defined as products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process and shall include cast iron products, machinery and equipment listed in United States Department of Commerce Standard Industrial Classification 25 (furniture and fixture), 35 (machinery, except electrical) and 37 (transportation equipment) and made of, fabricated from, or containing steel components. If a product contains both foreign and United States steel, such product shall be determined to be a United States steel product only if at least seventy-five percent (75%) of the cost of the articles, materials and supplies have been mined, produced or manufactured, as the case may be, in the United States. Transportation equipment shall be determined to be a United States steel product if it complies with Section 165 of Public Law 97-424 (96 Stat. 2136).

§ 16.6.4 "United States" are defined as the United States of America and include all territory, continental or insular, subject to the jurisdiction of the United States.

§ 16.6.5 In accordance with Act 161 of 1982 (June 18, 1982 P.L. 556) cast iron products shall also be included and produced in the United States. Act 144 of 1984 (July 9, 1984 P.L. 674) further defines "steel products" to include machinery and equipment. Act 142 of 1980 (Oct. 5, 1980 P.L. 693), Act 161 of 1982 and Act 141 of 1984 provide clarifications and penalties and the Contractor shall abide by these Acts, as amended from time to time.

§ 16.7 ANTI-POLLUTION LEGISLATION

§ 16.7.1 62 Pa. C.S.A. Section 3301 requires that Bidders on construction contracts, for the Commonwealth of Pennsylvania be advised that there are provisions of Federal and State statutes, rules and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources that affect the Project on which Bids are being received.

§ 16.7.2 The Bidder shall become thoroughly acquainted with the terms of the listed statutes, rules and regulations, including, but not limited to, Flood Plain Management Act (32 P.S. Section 679.101, et seq.), Water Well Drillers License Act (32 P.S. Section 645.1, et seq.), Pennsylvania Scenic Rivers Act (32 P.S. Section 820.21, et seq.), Dam Safety and Encroachment Act (32 P.S. Sec. 693.1, et seq.), Bluff Recession and Setback Act (32 P.S. Section 5201, et seq.), Storm Water Management Act (32 P.S. Section 680, et seq.), Pennsylvania Sewage Facilities Act (35 P.S. Section 750.1, et seq.), Pennsylvania Solid Waste Management Act (35 P.S. Section 6018.101, et seq.),

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Pennsylvania Safe Drinking Water Act (35 P.S. Section 721.1, et seq.), the Clean Streams Law (35 P.S. Section 691.901 et seq. and 35 P.S. Section 691.1 et. seq.), Air Pollution Control Act (35 P.S. Section 4001, et seq.), Pennsylvania Historic Preservation Act (37 Pa. C.S.A. Section 501, et seq.), Pennsylvania Hazardous Sites Clean Up Act (35 P.S. Section 6020.101, et seq.), Pennsylvania Storage Tank and Spill Prevention Act (35 P.S. Sec. 6021.101, et seq.), Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. Sections 9601-9675) as amended, including, but not limited to, the Superfund Amendments and Reauthorization Act (P.L. 99-499), Federal Solid Waste Disposal Act (42 U.S.C. Sections 6901-6992), Federal Clean Air Act (Air Pollution Act) (42 U.S.C. Sections 7401-7642), Federal Safe Drinking Water Act (See Public Health Service Act Sections 1401-1451) (42 U.S.C. Sections 300f-300j-11), Wild and Scenic River Act (P.L. 90-542), Endangered Species Conservation Act of 1969 (P.L. 89-669), Endangered Species Conservation Act of 1973 (16 U.S.C. Sections 1531-1544), Federal Clean Water Act of 1977 (P.L. 95-217), Rivers and Harbor Act of 1970 (P.L. 91-611), Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. Sections 136-136y), Toxic Substance Control Act (15 U.S.C. Sections 2601-2692), Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901-6991), Coastal Wetlands Planning, Protection and Restoration Act (16. U.S.C. Sections 3951-3956), Coastal Zone Management Act of 1972 (16 U.S.C. Sections 1451-1464), Community Environmental Response Facilitation Act (42 U.S.C. Section 9620), Emergency Planning and Right-to-Know Act of 1986 (42 U.S.C. Sections 11001-11050), Energy Supply and Environmental Coordination Act of 1974 (15 U.S.C. Sections 791-798), Environmental Quality Improvement Act of 1970 (42 U.S.C. Sections 4371-4375), Federal Facility Compliance Act of 1992 (42 U.S.C. Section 6901), Federal Land Policy and Management Act of 1976 (43 U.S.C. Sections 1701-1784), Federal Water Pollution Control Act (33 U.S.C. Sections 1251-1387), Geothermal Energy Research, Development, and Demonstration Act of 1974 (30 U.S.C. Sections 1101-1164), Global Climate Protection Act of 1987 (15 U.S.C. Section 2901 note), Hazardous Substance Response Revenue Act of 1980 (see 26 U.S.C. Sections 4611, 4612, 4661, 4662), Lead-Based Paint Exposure Reduction Act (15 U.S.C. Sections 2681-2692), Lead Contamination Control Act of 1988 (42 U.S.C. Sections 300j-21 to 300j-25), Low-Level Radioactive Waste Policy Act (42 U.S.C. Sections 2021b-2021d), National Climate Program Act (15 U.S.C. Sections 2901-2908), National Contaminated Sediment Assessment and Management Act (33 U.S.C. Section 1271 note), National Environmental Policy Act of 1969 (42 U.S.C. Sections 4321-4370b), National Ocean Pollution Planning Act of 1978 (33 U.S.C. Sections 1701-1709), Noise Control Act of 1972 (42 U.S.C. Sections 4901-4918), Oil Pollution Act of 1990 (33 U.S.C. Sections 2701-2761), Pollution Prevention Act of 1990 (42 U.S.C. Sections 13101-13109), Public Health Service Act (42 U.S.C. Sections 300f-300j-11), Renewable Resources Extension Act of 1978 (16 U.S.C. Sections 1671-1676), Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901-6991), Soil and Water Resources Conservation Act of 1977 (16 U.S.C. Sections 2001-2009), Water Resources Research Act of 1984 (42 U.S.C. Sections 10301-10309), Wood Residue Utilization Act of 1980 (16 U.S.C. Sections 1681-1687), Pennsylvania Worker and Community Right-to-Know Act (35 P.S. Section 7301, et seq.), Asbestos Hazard Emergency Response Act of 1986 (see Toxic Substances Control Act Sections 201-214) (15 U.S.C. Sections 2651-2654), Delaware River Basin Compact (32 P.S. Section 815.101, et seq.), Brandywine River Valley Compact (32 P.S. Section 818, et seq.), Wheeling Creek Watershed Protection and Flood Prevention District Compact (32 P.S. Section 819, et seq.), Susquehanna River Basin Compact (32 P.S. Section 820.1, et seq.), Chesapeake Bay Commission Agreement (32 P.S. Section 820.11, et seq.), Land and Water Conservation and Reclamation Act (32 P.S. Section 5101, et seq.), Wild Resource Conservation Act (32 P.S. Section 5301, et seq.), Cave Protection Act (32 P.S. Section 5601, et seq.), Rails to Trails Act (32 P.S. Section 5611, et seq.), Phosphate Detergent Act (35 P.S. Section 722.1, et seq.), Plumbing System Lead Ban and Notification Act (35 P.S. Section 723.1, et seq.), Publicly Owned Treatment Works Penalty Law (35 P.S. Section 752.1, et seq.), Pennsylvania Solid Waste-Resources Recovery Act (35 P.S. Section 755.1, et seq.), Sewage System Cleaner Control Act (35 P.S. Section 770.01, et seq.), Hazardous Material Emergency Planning and Response Act (35 P.S. Section 6022.101, et seq.), Oil Spill Responder Liability Act (35 P.S. Section 6023.1, et seq.), Land Recycling and Environmental Remediation Standards Act (35 P.S. Section 6026.101, et seq.), Radiation Protection Act (35 P.S. Section 7110.101, et seq.), Low-Level Radioactive Waste Disposal Act (35 P.S. Section 7130.101, et seq.), Pennsylvania Municipalities Planning Code (53 P.S. Section 10101, et seq.), regulations, ordinances, and other actions pursuant to the foregoing, regulations pertaining to Pennsylvania Erosion and Sediment Control, and so on. No separate or additional payment will be made for such compliance. In the event that the listed statutes, rules and regulations are amended, or if new statues, rules or regulations become effective, after date of receipt of Bids, upon receipt of documentation which causes the Contractor to perform additional Work, the Owner may issue a Change Order setting forth the additional Work that must be undertaken and such additional Work shall be undertaken at no additional cost to the Owner. It is also the responsibility of the Contractor to determine what local ordinances, if any, will affect their portion of the Work. The Contractor shall check for any County, City, Borough or Township rules or regulations applicable to the area in which the Project is being constructed and, in addition, for any rules or regulations of other organizations having jurisdiction, including, without limitation, chambers of commerce, planning commissions, industries or utility companies who have jurisdiction over lands which the Contractor

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occupies. Any costs of compliance with local controls shall be included in the prices bid, even though documents of such local controlling agencies are not listed herein.

§ 16.8 EROSION CONTROL.

§ 16.8.1 Contractors performing excavation work shall comply with all rules and regulations of Chapter 102, Title 25 of Pennsylvania Soils Erosion and Sedimentation Control (25 Pa. Code Section 102.1, et seq.). Prior to any grading, the Contractor shall be responsible to obtain approval from the Department of Environmental Protection for an approved sedimentation and erosion control site plan and shall perform all necessary site work in accordance with said plan. The plan shall be available at the site at all times. Contractors performing excavation work shall maintain all devices as required to control erosion caused by storing water and preventing dust and particles from being distributed off site.

§ 16.8.2 Site Excavation: The Contractor shall:

.1 request the location and type of facility owner lines at the Project site by notifying the facility owner through the one call system as defined in 73 P.S. § 176. Notification shall be not less than three (3) business days nor more than ten (10) business days in advance of beginning excavation or demolition work. No work shall begin earlier than the scheduled excavation date which shall be on or after the third business day after notification. The scheduled excavation date shall exclude the date upon which notification was received by the one call system and notification received on a Saturday, Sunday or holiday, which shall be processed on the following business day. In the case of a complex project as defined in 73 P.S. § 176, notification shall not be less than ten (10) business days in advance of the beginning of excavation or demolition work.

.2 provide the one call system with specific information to identify the Project site so that facility owners might provide indications of their lines.

.3 take reasonable steps to work with facility owners including, without limitation, scheduling and conducting a preconstruction meeting, so that the Contractor may locate the facilities at a time reasonably in advance of the actual start of excavation or demolition work for each phase of the Work if the Project is a complex project as defined in 73 P.S. § 176 or if an excavation Contractor intends to perform work at multiple sites or over a large area. After commencement of excavation or demolition work, the excavation Contractor shall be responsible for protecting and preserving the staking, marking or other designation until no longer required for proper and safe excavation or demolition work at or near the underground facility, or by contacting the one call system to request that the facilities be marked again in the event that the previous markings have been compromised or eliminated.

.4 comply with the requirements established by the one call system as determined by the board of directors regarding the maximum area that a notification may cover.

.5 inform each operator employed by the excavation Contractor at the Project site of the information received with respect to location and type of underground installations and any other information required by 73 P.S. § 176, et. seq.

.6 report immediately to the Owner and the Architect, any break or leak on its lines or any dent, gouge, groove or other damage to such lines, to their coating or cathodic protection, made or discovered in the course of the excavation or demolition work.

.7 immediately notify 911 and the facility owner if the damage results in the escape of any flammable, toxic or corrosive gas or liquid which endangers life, health or property.

.8 assist a facility owner in determining involvement of a facility owner's lines by disclosing additional available information requested by the facility owner, including, without limitation, dimensions and the direction of proposed excavations.

.9 re-notify the one call system unless other arrangements have been made directly with the facility owners involved at the Project site if the excavation Contractor removes its equipment and vacates the Project site for more than two (2) business days.

.10 submit an incident report to the Department of Labor and Industry of the Commonwealth of Pennsylvania not more than ten (10) business days after striking or otherwise damaging a facility owner's line during excavation or demolition activities that resulted in personal injury or property damage to parties other than the affected excavation Contractor or facility owner.

.11 comply with all requests for information by the Department of Labor and Industry of the Commonwealth of Pennsylvania relating to such Department of Labor and Industry's enforcement authority under the 73 P.S. § 176, et. seq. within thirty (30) days of the receipt of the request.

.12 ensure the accuracy of the information provided to the one call system pursuant to 73 P.S. § 176, et.

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seq.

.13 become thoroughly acquainted with and comply with all other terms and conditions specified in 73 P.S. § 176, et. seq., as amended from time to time including, without limitation, the Contractor shall pay all applicable fees.

.14 complete the site excavation in full compliance with all applicable standards, codes, laws, ordinances, regulations and/or requirements of any applicable State, Federal or governmental agency.

§ 16.9 DISCRIMINATION

§ 16.9.1 Each Contract entered into by a governmental agency for the construction, alteration or repair of any public building or public work shall contain the following provisions by which the Contractor agrees:

.1 In the hiring of any employees for the manufacturer of supplies, performance of the Work, or any other activity required under the Contract or any subcontract, the Contractor, Subcontractor, or any person acting on behalf of the Contractor or Subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the Work to which the employment relates. (62 Pa. C.S.A. Section 3701).

.2 Neither the Contractor nor any Subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacturer of supplies, the performance of Work, or any other activity required under the Contract on account of gender, race, creed, or color. (62 Pa. C.S.A. Section 3701).

.3 Contractors and Subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

.4 Contractors shall not discriminate by reason of gender, race, creed, or color against any Subcontractor or supplier who is qualified to perform the Work to which the Contracts relates.

.5 Contractors and each Subcontractor shall furnish necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Paragraph. If the Contractor or any Subcontractor does not possess documents or records reflecting the necessary information requested, the Contractor or Subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Contract Administration and Business Development.

.6 The Contractor shall include, without limitation, the provisions of this Paragraph in every subcontract so that such provisions will be binding, upon each Subcontractor.

.7 The Commonwealth of Pennsylvania may cancel or terminate the Contract and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Paragraph. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the contractor responsibility file.

§ 16.10 PENNSYLVANIA UNIFORM CONSTRUCTION CODE

§ 16.10.1 Contractors shall comply with all requirements of the Pennsylvania Uniform Construction Code, 35 P.S. § 7210.301 – 7210.304, as amended by S.B. 1139, Session of 2004, as further amended from time to time.

§ 16.11 RIGHT-TO-KNOW LAW

§ 16.11.1 Contractors shall comply with all requirements of Pennsylvania's Right-To-Know Law, 65 P.S. § 67.101, et seq., and as amended from time to time. Contractors shall provide all information regarding the composition of all materials and products used or installed as part of this Work when required.

§ 16.12 CONTRACTOR RESPONSIBILITY PROVISIONS

§ 16.12.1 The Contractor certifies, for itself and all its Subcontractors, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any Subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth of Pennsylvania or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.

§ 16.12.2 The Contractor also certifies, that as of the date of its execution of its Bid and the Contract, it has no tax liabilities or Commonwealth of Pennsylvania obligations.

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User Notes: (3B9ADA46)

§ 16.12.3 The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Owner if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth of Pennsylvania obligations, or if it or any of its Subcontractors are suspended or debarred by the Commonwealth of Pennsylvania, the federal government, or any other state or governmental entity. Such notification shall be made within fifteen (15) days of the date of suspension or debarment.

§ 16.12.4 The failure of the Contractor to notify the Owner of its suspension or debarment by the Commonwealth of Pennsylvania, any other state, or the federal government shall constitute an event of default of the Contract with the Owner.

§ 16.12.5 The Contractor agrees to reimburse the Owner for the reasonable costs of investigation incurred by the Owner for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Owner. Such costs shall include, but shall not be limited to, salaries of investigators, including, without limitation, overtime, travel and lodging expenses, legal fees, professional fees, architect fees, construction management fees, expert witness fees, documentary fees and all other costs and expenses related thereto.

§ 16.12.6 The Contractor may obtain a current list of suspended and debarred Commonwealth of Pennsylvania Contractors by either searching the internet at http://www.dgs.state.pa.us/ or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No.: 717-787-6472
FAX No.: 717-787-9138

§ 16.12.7 The Contractor shall execute a Waiver of Liens in the form included in the Contract Documents.

§ 16.12.8 The Contractor hereby waives any rights that the Contractor has or may have under the Pennsylvania Prompt Pay Act, 62 Pa.C.S.A. § 3931, et seq. as amended from time to time.

§ 16.12.9 The Contractor hereby agrees to comply with all applicable Federal and State laws, including, without limitation, all laws, ordinances, rules and regulations of any authorities having jurisdiction over the Project which apply to Asbestos, including, without limitation, any such laws, ordinances, rules and regulations set forth in the General Requirements. Furthermore, such laws, ordinances, rules and regulations are deemed to be included in the Contract Documents the same as though herein written in full.

§ 16.12.10 To ensure compliance with all applicable Pennsylvania state labor and workforce safety laws, the Bid shall be accompanied by a completed Worker Protection and Investment Certification Form BOP-2201 acknowledging the Bidder's responsibilities and compliance with Executive Order 2021-06, Worker Protection and investment, October 21, 2021. Refer to Section 22 for the Worker Protection and Investment Certification Form BOP-2201. The Worker Protection and Investment Certification Form BOP-2201 shall be executed by a representative who has sufficient knowledge and authority to make the representations and certifications contained in the Form.

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User Notes: (3B9ADA46)

SECTION 01 11 05 - TIME OF COMPLETION

PART 1 GENERAL

1.1 PROJECT SCHEDULE

A. Substantial Completion of the Project (issuance of Certificate of Occupancy) shall be as indicated below and shall be fully complete to the satisfaction of the Owner, Construction Manager and Architect on or before one additional month.
   1. Contractors can anticipate Notification of Intent to Award of the Contracts on or about December 3, 2026, with Notice to Proceed on January 4, 2027
   2. On site work shall commence on or about January 11, 2027
   3. Project Substantial Completion: February 28, 2028
   4. Project Final Completion: March 31, 2028

B. Liquidated damages provisions as specified in the Contract Documents shall apply to substantial completion date for the entire project.

END OF SECTION 01 11 05

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KEYSTONE REGIONAL YOUTH CENTER
PRE-BID MEETING #1: SIGN-IN SHEET
Wednesday, October 14, 2026 (1:00 pm)

DOLAN CONSTRUCTION

*****PLEASE PRINT LEGIBLY*****

CONTRACT:	NAME:	COMPANY NAME:	EMAIL:	PHONE:
GC	Steve Mussolin	Skepton Construction	estimating@skeptonconstruction.com	215-679-7147
GC	Wyatt Ballou	Balton Construction	estimating@Balton construction.com	484-707-2347
MC	Bob Garman	WARKO Group	bobg@thewarkogroup.com	610-587-3803
	George Rodrigues	County of Berks	grodrigues@berkspa.gov	610-478-6168
	Larry Medaglia	Co of B	lmedaglia@berkspa.gov	610-478-6136 x 6168

KEYSTONE REGIONAL YOUTH CENTER
PRE-BID MEETING #1: SIGN-IN SHEET
Wednesday, October 14, 2026 (1:00 pm)

DOLAN CONSTRUCTION

*******PLEASE PRINT LEGIBLY*******

CONTRACT:	NAME:	COMPANY NAME:	EMAIL:	PHONE:
GC	Nathen Royer	Gordon H Bauer	nroyer@Bauerinc.com	215-679-7998
HVAC	DAN FORESMAN	MATCHLINE MECH	DAN@MATCHLINEMECHANICAL.COM	717-721-3160
EC	JORDAN Jurkowski	Hirneisen Electric Inc.	jordanj@hirneisenelectric.com	484-955-7829
Arch.	Tim Schell	USA Architects	tschell@usaarchitects	908-581-4253
EC	Brian Wrobel	Pagoda Electrical	bwrobel@pagoda-electrical.com	610-779-3216
MC	Jordan Frey	Heisey Mech / AIS	DFrey@heiseymechanical.com	717-715-4004
MC	Spencer Phifer	Heisey Mech / AIS	SPhifer@heiseymechanical.com	717-449-1953
GC	ERIC HANCOCK	UHRIG CONSTRUCTION	EHANCOCK@UHRIG.COM	610 484 7821
PC	Mike Wighaman	Vision Mechanical	EUnger@visionmechanical.com	610-376-6700
EC	Jim ORIT	HIRNEISEN ELECTRIC	jims@hirneisenelectric.com	484-818-0602

Dolan Construction Inc.
401 S 13th St
Reading, Pennsylvania 19602
P: (610) 372-4664

Project: 26220 COB - YDC Pre-Con Services
1287 County Welfare Road
Leesport, Pennsylvania 19533

Keystone Regional Youth Center Pre-Bid Minutes: Meeting #1

Meeting Date Oct 14, 2026

Meeting Time 01:00 pm - 02:00 pm Eastern Time (US & Canada)

Meeting Location 1261 County Welfare Road, Leesport, PA 19533

Overview

1. Introductions
2. Sign In Sheet
3. Bid Documents and Schedule
4. Communications
5. Project Overview
6. Construction Overview
7. Additional Site Visits
8. Questions

Notes

Attachments

Scheduled Attendees

Name	Company	Phone Number	Email	Attendance
Rex Levengood	County of Berks	P: (610) 478-6201	rlevengood@berkspa.gov	
George Rodrigues	County of Berks	P: (610) 478-6168	grodrigues@berkspa.gov	
Josh Williams	County of Berks	P: (610) 478-6201	jwilliams@berkspa.gov	
Patrick Dolan	Dolan Construction Inc.	P: (610) 372-4664 ext. 209	pdolan@dolanconstructioninc.com	
Jeff Garner	Dolan Construction Inc.	P: (610) 372-4664 ext. 231	jeffgarner@dolanconstructioninc.com	
Anthony Lauro	USA Architects Planners + Interior Designers	P: (610) 559-6000	alauro@usaarchitects.com	
Tim Schell	USA Architects Planners + Interior Designers	P: (610) 559-6000	tschell@usaarchitects.com	
Melissa Warner	USA Architects Planners + Interior Designers	P: (980) 722-2300 ext. 474	mwarner@usaarchitects.com	

Project Team

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.1	1	Introduction				Open
	Description 1. Owner: County of Berks					

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status

1. Rex Levengood - Director of Facilities and Operations
2. Josh Williams - Project Manager - Facilities and Operations
3. George Rodriquez - Director of Contracts and Procurement

2. Construction Manager - Dolan Construction
    1. Jeff Garner - Vice President / Project Manager
3. Architect - USA Architects, Planner, Interior Designers
    1. Tim Schell - Project Manager / Construction Administration

Bid Documents and Schedule

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.2	1	Plan Availability and Bidding Schedule				Open

Description

1. Bid Documents can be downloaded from the plan room of USA Architects Planners and Interior Designers, at www.usaplanroom.com
    1. When you enter the usaplanroom at FLM to get the plans, you will need to go to the subfolder of 2024.0111.01.
        1. There will be multiple projects in the plan room, you will need to go to the YDC Project number. This information is noted in the ITB.
    2. If you still need access to the Bid Documents, please contact George Rodriquez with the County of Berks.
    3. If you would have any issues with accessing the Bid Documents through USA Architects Plan Room, please contact Anthony Lauro.
        1. Phone: 610-559-6000
        2. Email: alauro@usaarchitects.com
2. There are 2 scheduled Pre-Bid Meetings:
    1. Wednesday, October 14, 2026 at 1:00 pm
    2. Wednesday, October 21, 2026 at 1:00 pm
    3. All contractors must attend at least one of the Pre-Bid Meeting.
        1. All attendees must sign the sign-in sheet to confirm a representative of your company has attended at least one meeting to qualify for bidding.
3. Pre-Bid Attendance sheets will be included with Addendum 01, along with the Pre-Bid Meeting Minutes.
4. The current bid schedule for the project is as follows:
    1. 10/9/26: Bid documents available to Bidders.
    2. 10/14/26: Pre-Bid Meeting #1
    3. 10/21/26: Pre-Bid Meeting #2
    4. Last day for RFI's to be 10 business days prior to the bid date.
    5. Final Addendum to be issued 3 business days prior to the bid date.
    6. 11/16/26: Sealed Bids due at the County Controllers Office by 2:00 pm
        1. Submit sealed bids as stated in the Invitation to Bid.

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status

2. Bids will be opening publicly at 2:15 pm, via Microsoft Teams (link is provided in the Bid Documents)

7. Anticipated Notification of Intent to Award: On or about December 3, 2026
    1. This is an anticipated date and is based on the Owner's Procurement Process.
8. Anticipated Notice to Proceed: On or about January 4, 2027
    1. This is an anticipated date and is based on the Owner's Procurement Process.

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.3	1	Bid Submission Information				Open

Description

1. A complete sealed bid is to include the following:
    1. Bid Form
    2. Bidder's Qualification Form Supplement
    3. Bidder's Financial Disclosure Form
    4. Substitution List
    5. Equipment Suppliers List
    6. Subcontractors List
    7. Non-Collusion Affidavit
    8. Payment Bond
    9. Performance Bond
    10. Bid Bond Form
    11. Agreement of Surety
    12. Contractor's Qualification Statement (AIA Document A305-1986)
2. **Do not alter the Bid Form in any way. Altered Bid Forms will be considered invalid and will be disqualified.**
3. By submitting a bid, all contractors acknowledged they have visited the job site and completely understand all existing conditions and all requirements for the project.

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.4	1	Invoice and Payment Procedures				Open

Description

1. All Certified Payroll forms are required and to be submitted to Dolan Construction monthly, as applicable, by each Prime Contractor along with their invoice.
    1. Each Prime Contractor is responsible for obtaining, reviewing and providing payroll forms from all of their subcontractors.
        1. Failure to provide the required paperwork to Dolan Construction in a timely manner could result in pay applications being withheld and not approved until all documentation is adequately submitted, reviewed and is current.
2. This is a project that is being funded by multiple counties, with the County of Berks distributing the funds for the project.

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status

1. The payment applications will need to follow the review process that will satisfy justification from the other partnering counties.

Communications

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.5	1	Bid Questions and Responses				Open

Description

1. There is a revision to the bid documents as it relates to section 3.2.2.
2. All Bid Questions/RFI's will need to be submitted in writing, via email.
    1. All questions/RFI's can be emailed to Dolan Construction at rfi@dolanconstructioninc.com and not to George Rodriquez as noted in Section 3.2.2.
        1. All submitted questions will be reviewed and answered by Dolan Construction, USA Architects and Owner.
3. RFI's will be answered and distributed to all Bidders as an addendum by the Owner.
    1. Bid RFI's are to be received 10 business days prior to the bid date.
    2. Last addendum will be issued 3 business days prior to the bid date.
4. Verbal questions will not be answered and will be considered invalid and non-binding.
5. Upon contract award, All RFI's, Submittals, scheduling concerns, as built documentation, meetings, meeting minutes, task assignments, punch lists, etc. will be managed through Procore.

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.6	1	Deliverables				Open

Description

1. Bid submission will require the following supplements:
    1. Bid Bond Form and Consent of Surety
    2. Substitution List
    3. Non-Collusion Affidavit
    4. Bidder's Qualifications (AIA Document A305, 1986 edition)
    5. Bidder's Qualification Form Supplement
    6. Bidder's Financial Disclosure Form
    7. Sample COI
    8. Worker Protection and Investment Certification Form BOP-2201
    9. Commonwealth of Pennsylvania Public Works Employment Verification Form for Bidder.
2. The successful bidder will be required so submit the following documents and any other documents deemed necessary by the Construction Manager within 7 calendar days upon issuance of Notice of Intent to Award:
    1. Equipment Suppliers List
    2. Subcontractors List
    3. Employement Verification Form as required by Act No. 127
    4. Certificate of Insurance evidencing the limits and including the additional insured language required herein.
    5. Performance Bond in the amount of 100%

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status

6. Payment Bond in the amount of 100%
7. No Lien Agreement

3. Bid Security shall be forfeited if the successful bidder does not within 5 days after the Notice of Intent to Award a Contract submit the Verification Forms required by the Public Works Employment Verification Act on behalf of itself and each of its subcontractors and 7 days after the notification of Award Contract, enter into a Contract for the construction proposed, furnish the Performance Bond and the Payment Bond required by the Bidding Documents and provide the required insurance.
4. Submittals:
    1. Submittals will begin to be requested upon Anticipated Letter of Intent to Award Date.
        1. Any work completed by the Prime Contractor prior to the Notice to Proceed is at the contractors risk.
            1. Dolan Construction will request submittals begin at this time, but cannot require you to submit.
    2. Submittals must start to be submitted to Dolan Construction to complete the review process no later than 10 days following the Anticipated Notice to Proceed issuance.

Project Overview

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.7	1	Project Description				Open

Description

1. The project consists of the renovations of approximately 57,400 SF of an existing youth detention facility.
    1. 30,200 SF footprint and the construction of an approximately 1,600 SF addition.
2. Prime Contract Packages include: General Construction, Mechanical, Electrical, Plumbing.
3. Prevailing Wage Rates Apply
4. Please review specifications for all Allowances, Alternates, and Unit Prices.
5. TWG, NRG, and HC Quality Door are preferred vendor of the Owner.
    1. Folger Adams is the BOD for the detention grade locksets.
6. Brief overview of plans and specifications by USA Architects.
    1. Carefully review the Summary and Multiple Contract Summary Sections of the Specifications, so there is a clear understanding of the necessary responsibilities for each Prime Contract.

Construction Overview

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.8	1	General				Open

Description

1. Construction Schedule will be the responsibility of the General Prime Contract.
    1. Schedule will need to be submitted to the Construction Manager within 10 days of issuance of Notice of Intent to Award.

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status

1. Construction Manager will review schedule with Owner and provide necessary feedback to the General Prime Contract for revisions or acceptance of schedule.

2. On site work shall commence on or about January 11, 2027.
3. Project Substantial Completion: February 28, 2028 (this is a correction from the dates note in Section 01-11-05 Time of Completion)

    1. Substantial Complete is determined as work complete and ready for final Owner, Architect, CM walk through. This is not to compile to do list.

4. Project Final Completion: March 31, 2028 (this is a correction from the dates note in Section 01-11-05 Time of Completion)
5. 3 week project look ahead schedules will need to be submitted to the Construction Manager prior the project progress meetings.

2. Liquidated Damages will apply to the project as outlined in the project specifications, which will apply and be tracked based on the substantial completion date, which is March 31, 2028.
3. Work hours are 7:00 am to 4:00 pm, Monday through Friday.

    1. Additional hours can be scheduled, but will not be considered extra to the contract and will be directed by the Owner and Construction Manager.
    2. All after hours work must be coordinated with the Construction Manager and Owner 72 hours prior.

4. All construction activity to place within the construction fenced area.

    1. Coordinate any work outside of the fenced areas with the Construction Manager and Owner 72 hours prior.
    2. Contractor performing the work is responsible for all safety fence and traffic control as necessary.

5. All Prime Contractors and their subcontractors are required to cooperate fully with all other prime contractors, so work under all contracts can be carried out smoothly without delay or interruption.

    1. Coordinate the work of each prime contract with the work under separate contracts.

6. Liquidated Damages will apply to the project as outlined in the project specifications, which will apply and be tracked based on the established substantial complete date as outlined by the approved project schedule.
7. Plan Review, Permits and Inspection fees are the responsibility of each Prime Contract and must be included in your bid amount.

    1. Contractors are required to be licensed to work in the municipality and those fees are at the contractors expense and not the Owners.

8. The work that is currently under construction and will be completed prior to the prime contractors mobilization.

    1. The building will be left in a clean and acceptable condition for this contract work to be completed.

9. There is no NPDES or Conservation Permits.

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.9	1	Safety				Open

Description
Job site safety is solely the responsibility of all contractors. Protection of the construction area is the contractors responsibility. All temporary protection is to be in place as indicated on the logistics plan and contract documents prior to the start of work and maintained throughout the duration of the project.
Dolan Construction, County of Berks, USA Architects and the Owner's Representatives assume no responsibility for Contractor safety programs or any responsibility for the Contractors work procedures, methods, sequences, and techniques of

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status

construction. The contractor is completely responsible to observe and comply with all laws, rules, and regulations of the regulatory bodies, and subject to OSHA inspections and fines for violations.

1. Adherence to all OSHA Regulations as they pertain to CFR 29, Part 1926.
2. Each contractor is responsible for providing the name of their "competent person" to the onsite Construction Manager upon mobilization.
3. All accidents/incidents/near misses must be investigated and documented. Report all to the Construction Manager immediately.
4. Job Safety Analysis's must be submitted by each sub performing "high hazard" work such as but not limited to:
    1. Excavation/Trenching
    2. Confined Space Entry
    3. Hot Work
    4. Demolition
5. All contractors generating the potential for Respirable Silica must submit an Exposure Control Plan to the Construction Manager for formal recording.
6. Prior to any crane activity, the responsible contractor must submit a lift plan to the Construction Manager.
7. PPE in the form of safety glasses, hard hats, high visual vest/shirt, long work pants and work boots be worn at all times. No cutoff sleeved shirts and shorts are not permitted on the project.
    1. Construction Manager will be the only authority to lessen the PPE requirements, based on the work that is being performed at a specific time and location.
8. In the event of an emergency the muster of rally point will be located outside the fence line of the job site in the grass area across the main entrance driveway.
    1. Construction Manager will identify the exact location, which would be reviewed at the Pre-Construction Meeting.
9. This is a tobacco free site (includes chew and vaping).
10. The Construction Manager and Owner have the right to dismiss from the site any workers found in breach of these expectations.

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.10	1	Project Specific Information				Open

Description

1. Site logistics and temporary fence plan has been provided by the architect.
    1. It is the responsibility of the General Prime Contract to control the security of the gates and access for the construction fence, with all associated keys provided to the Construction Manager and Owner for access at their discretion.
2. Review all documents to understand the locations in which responsibility of construction will transition to the corresponding prime contractor and remaining primes.
3. There are owner specific contractors/vendors that will be required for this project, each prime contractor is responsible to communicate with those contractors/vendors through the bidding and construction process.
    1. There will not be allowed any substitutions as it relates to the Owners contractors/vendors.
4. Review all the necessary requirements as it relates to the Owners contractors/vendors.
5. All substitutions will need to be submitted to the architect in writing 14 business days prior to the bid date.
    1. Substitutions will be reviewed per submission and decisions will be noted via Addendums

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status

2. No substitutions will be accepted after bid submission.
    1. if substitutions were figured in your bid submissions, without prior approval, the architect is not obligated to review or accept and it will be the contractors responsibility to install the project specific product.

6. Long lead time materials must be identified by each prime immediately upon receiving the Letter of Intent to Award.
    1. Dolan Construction will request this for all material that is beyond 3 week lead time to identify sequence of submittals and review as well as confirm orders are placed with the responsible prime contractor in a timely manner.

Additional Site Visits

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.11	1	Site Visit Details				Open

Description

1. All bidders should be familiar with the entire site.
2. Bidders are free to walk the site following the pre-bid conference.
3. No additional site visits will be conducted following the 2 mandatory pre-bid meetings.
    1. If additional site visits are requested, they need to be submitted as an RFI.
        1. The Owner and Construction Manager are not obligated to provide additional site visits.

Questions

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.12	1	Bid RFI's				Open

Description

1. Submit all questions in writing.
    1. RFI's will be answered and distributed to all Bidders as an addendum by the Owner.

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.13	1	Additional Items Reviewed				Open

Description

1. Project has Allowances, Alternates and Unit Prices as outlined in the project specifications and noted on each Prime Contracts Bid Forms.
2. Allowances (to be included in the Base Bid Amount):
    1. GC1: Subcontractor Allowance for Door Hardware

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status

2. MC1: NRG Controls and Management Systems Scope of Work
3. EC1: TWG Access Control Scope of Work
4. EC2: TWG Surveillance Scope of Work
5. EC3: NRG Fire Alarm Scope of Work

3. Alternates:

    1. GC-01: Repainting Barrel Vault Standing Seam Metal Roof

4. Unit Prices:

    1. GC-01: Sealing of Floor Cracks
    2. GC-02: Exterior Sealants
    3. GC-03: Security Ceiling
    4. GC-04: Detention Door Locks
    5. GC-05: Replace Asphalt Shingles
    6. GC-06: Replace Lightening Arrestor Points
    7. PC-01: Security Sprinkler Heads
    8. EC-01: Detention Hardware Set
    9. EC-02: Detention Hardware Set

These meeting minutes are believed to be an accurate reflection of those items discussed and the conclusions that were reached during the referenced meeting.
Please contact Dolan Construction Inc. if there are any discrepancies or questions with the content of these minutes.

KEYSTONE REGIONAL YOUTH CENTER
PRE-BID MEETING #2: SIGN-IN SHEET
Wednesday, October 21, 2026 (1:00 pm)

DOLAN CONSTRUCTION

*******PLEASE PRINT LEGIBLY*******

CONTRACT:	NAME:	COMPANY NAME:	EMAIL:	PHONE:
	PAUL DAWSON	TES	pdawson@twilordelectrical.com	484-374-5686
	Chuck Rahman	Capital 360 inc.	Chuck.R@Capital360.Net	223-895-6892
GC	TIM LITTLE	HOLLENBACH CONST	TLITTLE@HOLLENBACH.COM	610-367-4200
	Bryan Anderson	HB Frazer	banderson@hbfrazer.com	610-621-9395
HVAC	JAY DOVINO	advanced Comfort Sprinkler	JayD@advancedcomfortsprinkler.com	302-344-999
	Justin Diffenbaugh	SM Fridy Mech	Justin.Diffenbaugh@yahoo.com	717-475-5373
	Sam Fridy	SM Fridy Mech	SMFridy@yahoo.com	717-419-6406
	Brendan McKee	RF Power Ventilation	brendan@rfpowerventilation.com	484-975-2056
EC	JIM HAIR	LOBAR INC	james.hair@lobar.com	717-432-9728
	NINO ALAGIA	ASL MECHANICAL	nalagia@aslmech.com	~~[illegible]~~ 484-951-3498
	CHRIS ROCHE	BERKSHIRE MECH/EENA	Christopher.Roche@dennyselectric.com	610-667-2965
	Adam Degler	Berkshire/Dennys	Adam.Degler@Dennyselectricservice.com	484-793-0230
	Matt Bard	Empire	mbard@esreading.com	610-372-6511
	Justin Rogers	NB Rogers	justin@nbrogers.com	610-737-1994
	DEAN EBERLY	GSM	deberly@gardenspot mechanical.com	717 665 0270

KEYSTONE REGIONAL YOUTH CENTER
PRE-BID MEETING #2: SIGN-IN SHEET
Wednesday, October 21, 2026 (1:00 pm)

DOLAN CONSTRUCTION

*****PLEASE PRINT LEGIBLY*****				
CONTRACT:	**NAME:**	**COMPANY NAME:**	**EMAIL:**	**PHONE:**
HVAC/Plumb	Brian Roberts	M+M Mechanical	broberts@mmmech.net	610-587-1255
GC	Mike Bender	Lobar Inc.	BrandonL@Lobar.com	717-979-2923
Plumb.	Hans Groff	Jay R. Reynolds Inc	Wreynolds@jrrinc.com	(717)464-2755
EC	Million Haleny	Berks Elect.	Million@berks-electric.com	484 529 1193
GC	Fred Swass	CMG of Easton	zdvens@cmgofeaston.com	610-258-0677
MC	Nate Blaski	Blaski Energy	nate@blaskienergy.com	(610 373 5273
MEP	Teagan Millar	Berkshire Mechanical	tmillar@dennyselectricservice.com	845-254-7675
GC	TODD CAMERON	PURCELL	TJCameron@PURCELLGC.com	717 336 7400
	Jordan Dafoe	N.B. Rogers	jdafoe@nbrogers.com	610-663-5057
EC	Corey Kimball	Schips Electric	Corey@schipselectric.com	484-459-2603
EC	SEAN OTT	Schips Electric	Sean@schipselectric.com	267-500-3531

Dolan Construction Inc.
401 S 13th St
Reading, Pennsylvania 19602
P: (610) 372-4664

Project: 26220 COB - YDC Pre-Con Services
1287 County Welfare Road
Leesport, Pennsylvania 19533

Keystone Regional Youth Center Pre-Bid Minutes: Meeting #2

Meeting Date Oct 21, 2026

Meeting Time 01:00 pm - 02:00 pm Eastern Time (US & Canada)

Meeting Location 1261 County Welfare Road, Leesport, PA 19533

Overview

1. Introductions
2. Sign In Sheet
3. Bid Documents and Schedule
4. Communications
5. Project Overview
6. Construction Overview
7. Additional Site Visits
8. Questions

Notes

Attachments

Scheduled Attendees

Name	Company	Phone Number	Email	Attendance
Rex Levengood	County of Berks	P: (610) 478-6201	rlevengood@berkspa.gov	
George Rodrigues	County of Berks	P: (610) 478-6168	grodrigues@berkspa.gov	
Josh Williams	County of Berks	P: (610) 478-6201	jwilliams@berkspa.gov	
Patrick Dolan	Dolan Construction Inc.	P: (610) 372-4664 ext. 209	pdolan@dolanconstructioninc.com	
Jeff Garner	Dolan Construction Inc.	P: (610) 372-4664 ext. 231	jeffgarner@dolanconstructioninc.com	
Anthony Lauro	USA Architects Planners + Interior Designers	P: (610) 559-6000	alauro@usaarchitects.com	
Tim Schell	USA Architects Planners + Interior Designers	P: (610) 559-6000	tschell@usaarchitects.com	
Melissa Warner	USA Architects Planners + Interior Designers	P: (980) 722-2300 ext. 474	mwarner@usaarchitects.com	

Project Team

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.1	1	Introduction				Open
	Description 1. Owner: County of Berks					

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status

1. Rex Levengood - Director of Facilities and Operations
2. Josh Williams - Project Manager - Facilities and Operations
3. George Rodriquez - Director of Contracts and Procurement

2. Construction Manager - Dolan Construction
    1. Jeff Garner - Vice President / Project Manager
3. Architect - USA Architects, Planner, Interior Designers
    1. Tim Schell - Project Manager / Construction Administration

Bid Documents and Schedule

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.2	1	Plan Availability and Bidding Schedule				Open

Description

1. Bid Documents can be downloaded from the plan room of USA Architects Planners and Interior Designers, at www.usaplanroom.com
    1. When you enter the usaplanroom at FLM to get the plans, you will need to go to the subfolder of 2024.0111.01.
        1. There will be multiple projects in the plan room, you will need to go to the YDC Project number. This information is noted in the ITB.
    2. If you still need access to the Bid Documents, please contact George Rodriquez with the County of Berks.
    3. If you would have any issues with accessing the Bid Documents through USA Architects Plan Room, please contact Anthony Lauro.
        1. Phone: 610-559-6000
        2. Email: alauro@usaarchitects.com
2. There are 2 scheduled Pre-Bid Meetings:
    1. Wednesday, October 14, 2026 at 1:00 pm
    2. Wednesday, October 21, 2026 at 1:00 pm
    3. All contractors must attend at least one of the Pre-Bid Meeting.
        1. All attendees must sign the sign-in sheet to confirm a representative of your company has attended at least one meeting to qualify for bidding.
3. Pre-Bid Attendance sheets will be included with Addendum 01, along with the Pre-Bid Meeting Minutes.
4. The current bid schedule for the project is as follows:
    1. 10/9/26: Bid documents available to Bidders.
    2. 10/14/26: Pre-Bid Meeting #1
    3. 10/21/26: Pre-Bid Meeting #2
    4. Last day for RFI's to be 10 business days prior to the bid date.
    5. Final Addendum to be issued 3 business days prior to the bid date.
    6. 11/16/26: Sealed Bids due at the County Controllers Office by 2:00 pm
        1. Submit sealed bids as stated in the Invitation to Bid.

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status

2. Bids will be opening publicly at 2:15 pm, via Microsoft Teams (link is provided in the Bid Documents)

7. Anticipated Notification of Intent to Award: On or about December 3, 2026
    1. This is an anticipated date and is based on the Owner's Procurement Process.
8. Anticipated Notice to Proceed: On or about January 4, 2027
    1. This is an anticipated date and is based on the Owner's Procurement Process.

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.3	1	Bid Submission Information				Open

Description

1. A complete sealed bid is to include the following:
    1. Bid Form
    2. Bidder's Qualification Form Supplement
    3. Bidder's Financial Disclosure Form
    4. Substitution List
    5. Equipment Suppliers List
    6. Subcontractors List
    7. Non-Collusion Affidavit
    8. Payment Bond
    9. Performance Bond
    10. Bid Bond Form
    11. Agreement of Surety
    12. Contractor's Qualification Statement (AIA Document A305-1986)
2. **Do not alter the Bid Form in any way. Altered Bid Forms will be considered invalid and will be disqualified.**
3. By submitting a bid, all contractors acknowledged they have visited the job site and completely understand all existing conditions and all requirements for the project.

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.4	1	Invoice and Payment Procedures				Open

Description

1. All Certified Payroll forms are required and to be submitted to Dolan Construction monthly, as applicable, by each Prime Contractor along with their invoice.
    1. Each Prime Contractor is responsible for obtaining, reviewing and providing payroll forms from all of their subcontractors.
        1. Failure to provide the required paperwork to Dolan Construction in a timely manner could result in pay applications being withheld and not approved until all documentation is adequately submitted, reviewed and is current.
2. This is a project that is being funded by multiple counties, with the County of Berks distributing the funds for the project.

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status

1. The payment applications will need to follow the review process that will satisfy justification from the other partnering counties.

Communications

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.5	1	Bid Questions and Responses				Open

Description

1. There is a revision to the bid documents as it relates to section 3.2.2.
2. All Bid Questions/RFI's will need to be submitted in writing, via email.
    1. All questions/RFI's can be emailed to Dolan Construction at rfi@dolanconstructioninc.com and not to George Rodriquez as noted in Section 3.2.2.
        1. All submitted questions will be reviewed and answered by Dolan Construction, USA Architects and Owner.
3. RFI's will be answered and distributed to all Bidders as an addendum by the Owner.
    1. Bid RFI's are to be received 10 business days prior to the bid date.
    2. Last addendum will be issued 3 business days prior to the bid date.
4. Verbal questions will not be answered and will be considered invalid and non-binding.
5. Upon contract award, All RFI's, Submittals, scheduling concerns, as built documentation, meetings, meeting minutes, task assignments, punch lists, etc. will be managed through Procore.

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.6	1	Deliverables				Open

Description

1. Bid submission will require the following supplements:
    1. Bid Bond Form and Consent of Surety
    2. Substitution List
    3. Non-Collusion Affidavit
    4. Bidder's Qualifications (AIA Document A305, 1986 edition)
    5. Bidder's Qualification Form Supplement
    6. Bidder's Financial Disclosure Form
    7. Sample COI
    8. Worker Protection and Investment Certification Form BOP-2201
    9. Commonwealth of Pennsylvania Public Works Employment Verification Form for Bidder.
2. The successful bidder will be required so submit the following documents and any other documents deemed necessary by the Construction Manager within 7 calendar days upon issuance of Notice of Intent to Award:
    1. Equipment Suppliers List
    2. Subcontractors List
    3. Employement Verification Form as required by Act No. 127
    4. Certificate of Insurance evidencing the limits and including the additional insured language required herein.
    5. Performance Bond in the amount of 100%

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status

6. Payment Bond in the amount of 100%
7. No Lien Agreement

3. Bid Security shall be forfeited if the successful bidder does not within 5 days after the Notice of Intent to Award a Contract submit the Verification Forms required by the Public Works Employment Verification Act on behalf of itself and each of its subcontractors and 7 days after the notification of Award Contract, enter into a Contract for the construction proposed, furnish the Performance Bond and the Payment Bond required by the Bidding Documents and provide the required insurance.
4. Submittals:
    1. Submittals will begin to be requested upon Anticipated Letter of Intent to Award Date.
        1. Any work completed by the Prime Contractor prior to the Notice to Proceed is at the contractors risk.
            1. Dolan Construction will request submittals begin at this time, but cannot require you to submit.
    2. Submittals must start to be submitted to Dolan Construction to complete the review process no later than 10 days following the Anticipated Notice to Proceed issuance.

Project Overview

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.7	1	Project Description				Open

Description

1. The project consists of the renovations of approximately 57,400 SF of an existing youth detention facility.
    1. 30,200 SF footprint and the construction of an approximately 1,600 SF addition.
2. Prime Contract Packages include: General Construction, Mechanical, Electrical, Plumbing.
3. Prevailing Wage Rates Apply
4. Please review specifications for all Allowances, Alternates, and Unit Prices.
5. TWG, NRG, and HC Quality Door are preferred vendor of the Owner.
    1. Folger Adams is the BOD for the detention grade locksets.
6. Brief overview of plans and specifications by USA Architects.
    1. Carefully review the Summary and Multiple Contract Summary Sections of the Specifications, so there is a clear understanding of the necessary responsibilities for each Prime Contract.

Construction Overview

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.8	1	General				Open

Description

1. Construction Schedule will be the responsibility of the General Prime Contract.
    1. Schedule will need to be submitted to the Construction Manager within 10 days of issuance of Notice of Intent to Award.

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status

1. Construction Manager will review schedule with Owner and provide necessary feedback to the General Prime Contract for revisions or acceptance of schedule.

2. On site work shall commence on or about January 11, 2027.
3. Project Substantial Completion: February 28, 2028 (this is a correction from the dates note in Section 01-11-05 Time of Completion)

    1. Substantial Complete is determined as work complete and ready for final Owner, Architect, CM walk through. This is not to compile to do list.

4. Project Final Completion: March 31, 2028 (this is a correction from the dates note in Section 01-11-05 Time of Completion)
5. 3 week project look ahead schedules will need to be submitted to the Construction Manager prior the project progress meetings.

2. Liquidated Damages will apply to the project as outlined in the project specifications, which will apply and be tracked based on the substantial completion date, which is March 31, 2028.
3. Work hours are 7:00 am to 4:00 pm, Monday through Friday.

    1. Additional hours can be scheduled, but will not be considered extra to the contract and will be directed by the Owner and Construction Manager.
    2. All after hours work must be coordinated with the Construction Manager and Owner 72 hours prior.

4. All construction activity to place within the construction fenced area.

    1. Coordinate any work outside of the fenced areas with the Construction Manager and Owner 72 hours prior.
    2. Contractor performing the work is responsible for all safety fence and traffic control as necessary.

5. All Prime Contractors and their subcontractors are required to cooperate fully with all other prime contractors, so work under all contracts can be carried out smoothly without delay or interruption.

    1. Coordinate the work of each prime contract with the work under separate contracts.

6. Liquidated Damages will apply to the project as outlined in the project specifications, which will apply and be tracked based on the established substantial complete date as outlined by the approved project schedule.
7. Plan Review, Permits and Inspection fees are the responsibility of each Prime Contract and must be included in your bid amount.

    1. Contractors are required to be licensed to work in the municipality and those fees are at the contractors expense and not the Owners.

8. The work that is currently under construction and will be completed prior to the prime contractors mobilization.

    1. The building will be left in a clean and acceptable condition for this contract work to be completed.

9. There is no NPDES or Conservation Permits.

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.9	1	Safety				Open

Description

Job site safety is solely the responsibility of all contractors. Protection of the construction area is the contractors responsibility. All temporary protection is to be in place as indicated on the logistics plan and contract documents prior to the start of work and maintained throughout the duration of the project.

Dolan Construction, County of Berks, USA Architects and the Owner's Representatives assume no responsibility for Contractor safety programs or any responsibility for the Contractors work procedures, methods, sequences, and techniques of

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status

construction. The contractor is completely responsible to observe and comply with all laws, rules, and regulations of the regulatory bodies, and subject to OSHA inspections and fines for violations.

1. Adherence to all OSHA Regulations as they pertain to CFR 29, Part 1926.
2. Each contractor is responsible for providing the name of their "competent person" to the onsite Construction Manager upon mobilization.
3. All accidents/incidents/near misses must be investigated and documented. Report all to the Construction Manager immediately.
4. Job Safety Analysis's must be submitted by each sub performing "high hazard" work such as but not limited to:
    1. Excavation/Trenching
    2. Confined Space Entry
    3. Hot Work
    4. Demolition
5. All contractors generating the potential for Respirable Silica must submit an Exposure Control Plan to the Construction Manager for formal recording.
6. Prior to any crane activity, the responsible contractor must submit a lift plan to the Construction Manager.
7. PPE in the form of safety glasses, hard hats, high visual vest/shirt, long work pants and work boots be worn at all times. No cutoff sleeved shirts and shorts are not permitted on the project.
    1. Construction Manager will be the only authority to lessen the PPE requirements, based on the work that is being performed at a specific time and location.
8. In the event of an emergency the muster of rally point will be located outside the fence line of the job site in the grass area across the main entrance driveway.
    1. Construction Manager will identify the exact location, which would be reviewed at the Pre-Construction Meeting.
9. This is a tobacco free site (includes chew and vaping).
10. The Construction Manager and Owner have the right to dismiss from the site any workers found in breach of these expectations.

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.10	1	Project Specific Information				Open

Description

1. Site logistics and temporary fence plan has been provided by the architect.
    1. It is the responsibility of the General Prime Contract to control the security of the gates and access for the construction fence, with all associated keys provided to the Construction Manager and Owner for access at their discretion.
2. Review all documents to understand the locations in which responsibility of construction will transition to the corresponding prime contractor and remaining primes.
3. There are owner specific contractors/vendors that will be required for this project, each prime contractor is responsible to communicate with those contractors/vendors through the bidding and construction process.
    1. There will not be allowed any substitutions as it relates to the Owners contractors/vendors.
4. Review all the necessary requirements as it relates to the Owners contractors/vendors.
5. All substitutions will need to be submitted to the architect in writing 14 business days prior to the bid date.
    1. Substitutions will be reviewed per submission and decisions will be noted via Addendums

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status

2. No substitutions will be accepted after bid submission.
    1. if substitutions were figured in your bid submissions, without prior approval, the architect is not obligated to review or accept and it will be the contractors responsibility to install the project specific product.

6. Long lead time materials must be identified by each prime immediately upon receiving the Letter of Intent to Award.
    1. Dolan Construction will request this for all material that is beyond 3 week lead time to identify sequence of submittals and review as well as confirm orders are placed with the responsible prime contractor in a timely manner.

Additional Site Visits

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.11	1	Site Visit Details				Open

Description

1. All bidders should be familiar with the entire site.
2. Bidders are free to walk the site following the pre-bid conference.
3. No additional site visits will be conducted following the 2 mandatory pre-bid meetings.
    1. If additional site visits are requested, they need to be submitted as an RFI.
        1. The Owner and Construction Manager are not obligated to provide additional site visits.

Questions

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.12	1	Bid RFI's				Open

Description

1. Submit all questions in writing.
    1. RFI's will be answered and distributed to all Bidders as an addendum by the Owner.

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.13	1	Additional Items Reviewed				Open

Description

1. Project has Allowances, Alternates and Unit Prices as outlined in the project specifications and noted on each Prime Contracts Bid Forms.
2. Allowances (to be included in the Base Bid Amount):
    1. GC1: Subcontractor Allowance for Door Hardware

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status

2. MC1: NRG Controls and Management Systems Scope of Work
3. EC1: TWG Access Control Scope of Work
4. EC2: TWG Surveillance Scope of Work
5. EC3: NRG Fire Alarm Scope of Work

3. Alternates:

    1. GC-01: Repainting Barrel Vault Standing Seam Metal Roof

4. Unit Prices:

    1. GC-01: Sealing of Floor Cracks
    2. GC-02: Exterior Sealants
    3. GC-03: Security Ceiling
    4. GC-04: Detention Door Locks
    5. GC-05: Replace Asphalt Shingles
    6. GC-06: Replace Lightening Arrestor Points
    7. PC-01: Security Sprinkler Heads
    8. EC-01: Detention Hardware Set
    9. EC-02: Detention Hardware Set

These meeting minutes are believed to be an accurate reflection of those items discussed and the conclusions that were reached during the referenced meeting.
Please contact Dolan Construction Inc. if there are any discrepancies or questions with the content of these minutes.