AGENDA
REGULAR MEETING OF COUNCIL
September 28, 2017
6:30 PM

1. ROLL CALL

2. READING OF MINUTES

3. REPORTS & COMMUNICATIONS FROM MAYOR & HEADS OF DEPARTMENTS AND INTERESTED PARTIES AND CITY CLERK'S NOTES:

3.A TAX ASSESSOR'S RESULTS REPORT FOR HEARING DATE HELD SEPTEMBER 13, 2017.

Tax Assessor's Results Report for 9-13-17.pdf

3.B TAX ASSESSOR'S REPORT FOR HEARING DATE TO BE HELD OCTOBER 25, 2017.

Tax Assessor's Report for 10-25-17.pdf

3.C CHECK RECEIVED FROM LUTHERWOOD IN THE AMOUNT OF $6,000.00 FOR PAYMENT IN LIEU OF TAXES.

PILOT Lutherwood $6,000.00 September 20, 2017.pdf

3.D AGENDA FOR CITY PLANNING COMMISSION MEETING HELD SEPTEMBER 27, 2017.

Agenda for City Planning Commission Meeting 9-27-17.pdf

3.E CORRESPONDENCE RECEIVED FROM THOMAS J. ANDERSON & ASSOCIATES, INC. REGARDING THE 2018 FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION (MMO).

Thomas Anderson 2018 Financial Requirement and MMO.pdf

3.F CHECK RECEIVED IN THE AMOUNT OF $288,095.71 THAT REPRESENTS REIMBURSEMENT FOR FIRE DEPARTMENT SAFER GRANT EXPENDITURES.

Check Received for Deposit for Fire Department SAFER Grant 9-22-17.pdf

4. CITIZENS PARTICIPATION

5. INTRODUCTION OF ORDINANCES, RESOLUTIONS, APPOINTMENT AND/OR RE-APPOINTMENTS TO BOARDS & COMMISSIONS MOTIONS & REPORTS OF COMMITTEES:

5.A MOTIONS

5.B FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH SCRANTON ELECTRIC HEATING AND COOLING SERVICE, INC. FOR PLUMBING SERVICES FOR THE CITY OF SCRANTON FIRE DEPARTMENT FACILITY IMPROVEMENT PROJECT.

Resolution-2017 Contract with Scranton Electric Heating & Cooling for Plumbing Services for SFD Improvements.pdf

5.C FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH SCRANTON ELECTRIC HEATING AND COOLING SERVICE, INC. FOR HVAC SERVICES FOR THE CITY OF SCRANTON FIRE DEPARTMENT FACILITY IMPROVEMENT PROJECT.

Resolution-2017 Contract with Scranton Electric Heating & Cooling for HVAC Services for SFD Improvements.pdf

5.D FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH MIKE WALSH ELECTRICAL, INC. FOR ELECTRICAL SERVICES FOR THE CITY OF SCRANTON FIRE DEPARTMENT FACILITY IMPROVEMENT PROJECT.

Resolution-2017 Contract with Mike Walsh Electrical for Electrical Services for SFD Improvements.pdf

5.E FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH KEYSTONE QUARRY, INC. TO PROVIDE THE CITY 2000 TON (MORE OR LESS) ANTI-SKID SAND FOR THE PERIOD OCTOBER 25, 2017 THROUGH APRIL 30, 2018.

Resolution-2017 Contract with Keystone Quarry for Anti Skid Sand.pdf

5.F FOR INTRODUCTION – A RESOLUTION – APPOINTMENT OF JESSICA ROTHCHILD, 244 PUTNAM STREET, SCRANTON, PENNSYLVANIA, 18508 AS A MEMBER OF THE HUMAN RELATIONS COMMISSION, EFFECTIVE SEPTEMBER 12, 2017. MS. ROTHCHILD WILL BE REPLACING REVEREND KATHRYN SIMMONS WHO RESIGNED ON AUGUST 7, 2017. MS. ROTHCHILD WILL FILL THE UNEXPIRED TERM OF REVEREND KATHRYN SIMMONS WHICH IS SCHEDULED TO EXPIRE ON OCTOBER 18, 2018.

Resolution-2017 Appt. Jessica Rothchild Human Relations Commission.pdf

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

6.A READING BY TITLE - FILE OF THE COUNCIL NO. 118, 2017 – AN ORDINANCE – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE PERIOD BEGINNING JANUARY 1, 2018.

Ordinance-2017 OECD Action Plan.pdf

6.B READING BY TITLE - FILE OF THE COUNCIL NO. 119, 2017 – AN

ORDINANCE – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT APPLICATION BY THE CITY OF SCRANTON POLICE DEPARTMENT AND, IF SUCCESSFUL, A GRANT AGREEMENT, AND ACCEPT THE FUNDS RELATED THERETO THROUGH THE BJA FY 17 EDWARD BYRNE JUSTICE ASSISTANCE GRANT ("JAG") PROGRAM-LOCAL SOLICITATION IN THE AMOUNT OF $19,133.00.

Ordinance-2017 JAG Grant $19,133 for Police Department.pdf

6.C READING BY TITLE - FILE OF THE COUNCIL NO. 120, 2017 – AN ORDINANCE – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE THE DEED CONVEYING TITLE FROM RSM PROPERTIES, LLC, THE PROPERTY LOCATED AT 248-256 WYOMING AVENUE, SCRANTON, PENNSYLVANIA TO THE CITY OF SCRANTON, AS MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Ordinance-2017 Deed Conveying Title to 248-256 Wyoming Avenue.pdf

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

7.A FOR CONSIDERATION BY THE COMMITTEE ON FINANCE - FOR ADOPTION - FILE OF THE COUNCIL NO. 117, 2017 – CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229622 ENTITLED "LINDY CREEK FLOOD PROJECT 2017" FOR THE RECEIPT AND DISBURSEMENT OF MATCHING GRANT FUNDS FROM THE COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("DEP") FOR REHABILITATION ASSISTANCE FOR THE LINDY CREEK FLOOD PROJECT.

Ordinance-2017 Special City Acct for Lindy Creek Project.pdf

7.B FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - FOR ADOPTION - RESOLUTION NO. 190, 2017 – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT APPLICATION BY THE CITY OF SCRANTON AND, IF SUCCESSFUL, ACCEPT THE FUNDS RELATED THERETO THROUGH THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT (DCED) FOR A

LOCAL SHARE ACCOUNT GRANT (GAMING FUNDS-MONROE COUNTY) IN THE AMOUNT OF $75,000.00 TO BE USED TO DEVELOP A CHESAPEAKE BAY POLLUTION REDUCTION PLAN.

Resolution-2017 Grant PA DCED $75K for Chesapeake Bay Pollution Reduction Plan.pdf

7.C FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION – RESOLUTION NO. 191, 2017 – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH CC CLEANING SERVICES FOR JANITORIAL SERVICES FOR SCRANTON CITY HALL AND THE SCRANTON POLICE HEADQUARTERS FOR A ONE (1) YEAR PERIOD.

Resolution-2017 Contract with CC Cleaning Services for City Hall and Police HQ.pdf

8. ADJOURNMENT

TAX ASSESSOR'S REPORT

Hearing Date: 09/13/17

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Curren t Assesed Value	After Appeal Value
12:15 PM	GALLAGHER DENNIS & MARIE	SCRANTON	14402040026		18000	16500
12:20 PM	MROCZKA JOHN P	CARBONDALE TWP	0530201000305	WALTER CASPER	4000	4000
12:20 PM	MROCZKA JOHN P	CARBONDALE TWP	0530201000309	WALTER CASPER	14500	12500
12:25 PM	WILKERSON JAMES M & CAROL L	CLARKS SUMMIT	1001602002400	JAMES TRESSLER	30000	26500
12:30 PM	VASQUEZ ANA D	SCRANTON	13514070040	JAMES TRESSLER	16000	15000
12:45 PM	TDL PROPERTIES INC	SCRANTON	13401020035	PATRICK LAVELLE	30000	30000
1:00 PM	NARO ANTHONY L & LINDA L	ELMHURST TWP	18002030009	ROBERT CECCHINI	28000	24580
1:05 PM	REESE SCOTT	SOUTH ABINGTON TWP	09902020015		39500	35500
1:15 PM	ROSECRANS PETER M SR &DEBRA	SOUTH ABINGTON TWP	0990202000226		81000	52000
1:20 PM	GEOFFROY MATTHEW J & SARAH	SOUTH ABINGTON	0910201004605		50500	35000
1:30 PM	MENAPACE JOHN & NANCY	CLARKS SUMMIT	1001404001600		32000	29000
1:35 PM	JAKES JOSEPH B	CLARKS SUMMIT	1001203000300		21500	17500
2:00 PM	ROSHAK CHRISTOPHER & KEVIN	THROOP	13605060015		19000	15000
2:05 PM	BRADLEY JANET	CARBONDALE TWP	0530201000308		7600	7600
2:10 PM	BRADLEY JANET & ROBERT	CARBONDALE TWP	04304010002		35500	29000
2:25 PM	SANDERSON TRACY L	CARBONDALE CITY	04513020006		15300	13000
2:45 PM	TEMPAUGH JOHN P & LINDA	MOOSIC	17612060035		12000	8000
2:50 PM	MEREDICK JOSEPH T	TAYLOR	15617020046		22500	12000
3:00 PM	KRUPOVICH ERIC & TARA	ARCHBALD	0940102000101		116500	80000
3:05 PM	PICCOTTI MARION&LINDA&MARY	OLD FORGE	17515050012		20000	18000
3:05 PM	PICCOTTI MARION&LINDA&MARY	OLD FORGE	17515050013		5000	5000
3:15 PM	BRZYCKI MATTHEW R & SARA	ARCHBALD	09402050065		64000	31000
3:20 PM	HULL JUSTIN	BLAKELY	10320030017		9500	9500
3:30 PM	DAMIANO TONY & BRINK HILARY A	MADISON TWP	2000101001904		35400	22400
				TOTAL RECORDS 24		

Sep. 20. 2017 1:14PM

RECEIVED
SEP 20 2017
OFFICE OF CITY
COUNCIL/CITY CLERK

No. 2579 P. 1/1

TAX ASSESSOR'S REPORT

Hearing Date: 10/25/17 Nicolais

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assesed Value	After Appeal Value
12:00 PM	WESTLAKE UNITED CORP	MAYFIELD	0641002000501	BRIAN STAHL	2000	
12:00 PM	WESTLAKE UNITED CORPORATION	MAYFIELD	06410020005	BRIAN STAHL	100000	
12:00 PM	WESTLAKE UNITED CORPORATION	MAYFIELD	06414020012	BRIAN STAHL	3000	
12:00 PM	LCIDA C/O WESTLAKE UNITED COR	MAYFIELD	0641402000302	BRIAN STAHL	372000	
12:30 PM	KOZLANSKY PAUL & SHERIN	MAYFIELD	0730202000101	DONALD ROBERTS	71850	
12:35 PM	THE ORCHARDS INC	OLD FORGE	18408020058	DONALD ROBERTS	153599	
12:35 PM	LILAC MEADOWS INC	OLD FORGE	17519030004	DONALD ROBERTS	174000	
12:40 PM	TAYLOR FIRE & RESCUE	TAYLOR	16615050018		8000	
12:50 PM	WALSH SHAWN	TAYLOR	15617030025	MARK TUNIS	87500	
1:00 PM	SC REALTY VENTURES LP C/O CBR	THROOP	13601030005	DAVID SCHNEIDER	1160500	
1:20 PM	PEDMAR INC	OLYPHANT	1250203000110	ANN LAVELLE POWELL	515500	
1:40 PM	OLYPHANT ASSOCIATES	OLYPHANT	11410010035	CHARLES SHAFFER	726500	
2:00 PM	SINIAWA 15 LP	DICKSON CITY	1130303001112		128550	
2:15 PM	RT ALBERIGI DR LLC C/O CHAMBER	JESSUP	1260201000104	PAUL TANNENBAUM	94578	
2:15 PM	RT ALBERIGI DRIVE LLC	JESSUP	1260201000103	PAUL TANNENBAUM	1265670	
2:35 PM	TRICHILO PATRICK JR	CARBONDALE CITY	04569010003		65000	
2:35 PM	PCJP REALTY LLC	CARBONDALE CITY	05415030013		150000	
2:55 PM	DUNMORE RECREATION LLC	DUNMORE	14704020005	SHANNA WILLIAMSON	725000	
3:15 PM	FRANCHISE REALTY INVES TR PEN	DUNMORE	13502020021	DUSTY ELIAS KIRK	219800	
3:30 PM	DELAWARE MCDONALDS CORPORA	COVINGTON	2120201001101	DUSTY ELIAS KIRK	135000	
3:45 PM	MARQUIN REALTY	SOUTH ABINGTON	11201020003	FRANK BOLOCK JR	80900	
4:05 PM	FIDELITY DEPOSITY & DISCOUNT B	SOUTH ABINGTON	1011303001902	JOHN J COATS	3000	
4:05 PM	FIDELITY DEPOSIT & DISCOUNT BK	SOUTH ABINGTON	1000401000403	JOHN J COATS	138350	
4:05 PM	FIDELITY DEPOSIT & DISCOUNT BK	SOUTH ABINGTON	10004010004	JOHN J COATS	765265	
				TOTAL RECORDS 24		

RECEIVED
SEP 20 2017
OFFICE OF CITY
COUNCIL/CITY CLERK

Sep. 20. 2017 10:14AM

DEPARTMENT OF BUSINESS ADMINISTRATION
CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4118 • FAX: 570-348-4225

MEMORANDUM

RECEIVED
SEP 20 2017
OFFICE OF CITY
COUNCIL/CITY CLERK

DATE: September 20, 2017

TO: Wayne Beck, City Treasurer

FROM: Nancy Krake, Staff Accountant

RE: Check for Deposit

Enclosed kindly find the following check received from Lutherwood, which is payment in lieu of taxes for the City of Scranton:

Lutherwood	**Ck. # 0001646**	**$6,000.00**

This check is to be deposited into Account #01.359.35920

cc: Mayor Bill Courtright
Roseann Novembrino, City Controller
Scranton City Council ✓
File

CITY PLANNING COMMISSION

CITY HALL : 340 NORTH WASHINGTON AVENUE : SCRANTON, PENNSYLVANIA 18503 : PHONE 570-348-4280 : FAX 570-348-4171

CITY PLANNING COMMISSION
September 27, 2017
6:00 PM

Meeting Location
City Council Chambers 2nd Floor
City Hall
340 N. Washington Ave.
Scranton, PA

OLD BUSINESS:

NEW BUSINESS:

1. Review of Final Subdivision plan by Community Medical Center to move property line between two properties at 2700 Blk of Stafford Ave. (C-G zone).

RECEIVED
SEP 21 2017
OFFICE OF CITY
COUNCIL/CITY CLERK

Thomas J. Anderson & Associates, Inc.
MUNICIPAL PENSION SPECIALISTS

TJA

115 WESTTOWN RD., STE 101
WEST CHESTER, PA 19382
(610) 430-3385 FAX (610) 430-3387

September 21, 2017

Mr. David Bulzoni
Business Administrator
CITY OF SCRANTON
340 N. Washington Avenue
Scranton, PA 18503

RE: 2018 Financial Requirement and Minimum Municipal Obligation

Dear David:

Attached is the Financial Requirement and Minimum Municipal Obligation (MMO) for your municipality's Pension Plan(s) for the upcoming 2018 plan year. Act 205 requires that the Chief Administrative Officer (CAO) of the pension plan(s) shall submit to the governing body of the municipality the financial requirement of the pension plan(s) for the following plan year (2018). This annual report must be presented to the governing body on or before the last business day in September (September 29, 2017).

These reporting requirements will be closely monitored by the Department of the Auditor General in future audits. Therefore, if you should have any questions concerning any of the above, please do not hesitate to contact our office. **Upon approval, please forward a signed copy of this budget for our records.**

Sincerely,

James P. Kennedy

JAMES P. KENNEDY
President

RECEIVED
SEP 22 2017
OFFICE OF CITY
COUNCIL/CITY CLERK

PROJECTED CALCULATION OF 2018 MINIMUM MUNICIPAL OBLIGATION FOR CITY OF SCRANTON

	POLICE PENSION PLAN	FIREMEN'S PENSION PLAN	NON-UNIFORMED EMPLOYEES PENSION PLAN	TOTAL PENSION PLANS
1 TOTAL ANNUAL PAYROLL Estimated Payroll	$10,800,000	$10,500,000	$5,800,000	$27,100,000
2 NORMAL COST AS A PERCENTAGE OF PAYROLL (Derived from latest actuarial valuation) 1/1/17	10.11%	9.35%	1.35%	7.94%
3 TOTAL NORMAL COST (Item 1 x Item 2)	$1,091,880	$981,750	$78,300	$2,151,930
4 AMORTIZATION REQUIREMENT (Derived from latest actuarial valuation)	$4,844,703	$6,685,362	$1,001,021	$12,531,086
5 TOTAL ADMINISTRATIVE EXPENSES (Derived from latest actuarial valuation)	$55,000	$50,000	$65,000	$170,000
6 FINANCIAL REQUIREMENT (+ Item 3 + Item 4 + Item 5)	$5,991,583	$7,717,112	$1,144,321	$14,853,016
7 TOTAL MEMBERS CONTRIBUTIONS	$648,000	$630,000	$36,500	$1,314,500
8 FUNDING ADJUSTMENT (Derived from latest actuarial valuation)	$0	$0	$0	0
9 MINIMUM MUNICIPAL OBLIGATION (+ Item 6 - Item 7 - Item 8)	$5,343,583	$7,087,112	$1,107,821	$13,538,516

BASED UPON 1-1-17 ACTUARIAL VALUATION

FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION BUDGET FOR 2018

NAME OF MUNICIPALITY:	CITY OF SCRANTON	
COUNTY:	LACKAWANNA	POLICE PENSION PLAN
1 TOTAL ANNUAL PAYROLL Estimated Payroll		$10,800,000
2 NORMAL COST AS A PERCENTAGE OF PAYROLL (Derived from latest actuarial valuation) 1/1/17		10.11%
3 TOTAL NORMAL COST (Item 1 x Item 2)		$1,091,880
4 AMORTIZATION REQUIREMENT (Derived from latest actuarial valuation)		$4,844,703
5 TOTAL ADMINISTRATIVE EXPENSES (Derived from latest actuarial valuation)		$55,000
6 FINANCIAL REQUIREMENT (+ Item 3 + Item 4 + Item 5)		$5,991,583
7 TOTAL MEMBERS CONTRIBUTIONS		$648,000
8 FUNDING ADJUSTMENT (Derived from latest actuarial valuation)		$0
9 MINIMUM MUNICIPAL OBLIGATION (+ Item 6 - Item 7 - Item 8)		$5,343,583

Signature of Chief Administrative Officer

Date Certified to Governing Body

FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION BUDGET FOR 2018

NAME OF MUNICIPALITY:	CITY OF SCRANTON	
COUNTY:	LACKAWANNA	FIRE PENSION PLAN
1 TOTAL ANNUAL PAYROLL Estimated Payroll		$10,500,000
2 NORMAL COST AS A PERCENTAGE OF PAYROLL (Derived from latest actuarial valuation) 1/1/17		9.35%
3 TOTAL NORMAL COST (Item 1 x Item 2)		$981,750
4 AMORTIZATION REQUIREMENT (Derived from latest actuarial valuation)		$6,685,362
5 TOTAL ADMINISTRATIVE EXPENSES (Derived from latest actuarial valuation)		$50,000
6 FINANCIAL REQUIREMENT (+ Item 3 + Item 4 + Item 5)		$7,717,112
7 TOTAL MEMBERS CONTRIBUTIONS		$630,000
8 FUNDING ADJUSTMENT (Derived from latest actuarial valuation)		$0
9 MINIMUM MUNICIPAL OBLIGATION (+ Item 6 - Item 7 - Item 8)		$7,087,112

Signature of Chief Administrative Officer

Date Certified to Governing Body

FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION BUDGET FOR 2018

NAME OF MUNICIPALITY:	CITY OF SCRANTON	
COUNTY:	LACKAWANNA	NON-UNIFORMED PENSION PLAN
1 TOTAL ANNUAL PAYROLL Estimated Payroll		$5,800,000
2 NORMAL COST AS A PERCENTAGE OF PAYROLL (Derived from latest actuarial valuation) 1/1/17		1.35%
3 TOTAL NORMAL COST (Item 1 x Item 2)		$78,300
4 AMORTIZATION REQUIREMENT (Derived from latest actuarial valuation)		$1,001,021
5 TOTAL ADMINISTRATIVE EXPENSES (Derived from latest actuarial valuation)		$65,000
6 FINANCIAL REQUIREMENT (+ Item 3 + Item 4 + Item 5)		$1,144,321
7 TOTAL MEMBERS CONTRIBUTIONS		$36,500
8 FUNDING ADJUSTMENT (Derived from latest actuarial valuation)		$0
9 MINIMUM MUNICIPAL OBLIGATION (+ Item 6 - Item 7 - Item 8)		$1,107,821

Signature of Chief Administrative Officer

Date Certified to Governing Body

DEPARTMENT OF BUSINESS ADMINISTRATION

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4118 • FAX: 570-348-4225

MEMORANDUM

RECEIVED
SEP 22 2017
OFFICE OF CITY
COUNCIL/CITY CLERK

DATE: September 22, 2017

TO: Wayne Beck, City Treasurer

FROM: Becky McMullen

RE: Check for Deposit

Enclosed kindly find the following check that represents reimbursement for Fire Department SAFER Grant expenditures deposited into the Special Cities Account.

City of Scranton **$288,095.71**

This check is to be deposited into **Account # 01350.35130**

cc: Mayor William Courtright
Roseann Novembrino, City Controller
Scranton City Council
File

60-13
313

City of Scranton

SPECIAL FUND ACCOUNT
340 N. WASHINGTON AVE.
SCRANTON PA 18503

NO. 005783

PENN SECURITY BANK & TRUST COMPANY
150 N. WASHINGTON AVENUE
SCRANTON, PA 18503

DATE 09/21/17 CHECK NO. 5783 AMOUNT

AMOUNT $***288,095.71*

PAY THE SUM OF ****288095* DOLLARS AND *71* CENTS

PAY TO THE ORDER OF CITY OF SCRANTON TREASURER

William J. Courtright
MAYOR, CITY OF SCRANTON

Wayne G. Black
TREASURER, CITY OF SCRANTON

⑈005783⑈ ⑆031300135⑆ 5284⑈082⑈1⑈ 010000

VENDOR NO. 12299 CHECK NO. 5783

ACCOUNT	PURCH. ORDER	INVOICE NUMBER	AMOUNT	DESCRIPTION
02 229545		VFIRE297	288,095.71	REIMB

12299 CITY OF SCRANTON TREASURER

5B

RESOLUTION NO. _____

2017

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH SCRANTON ELECTRIC HEATING AND COOLING SERVICE, INC. FOR PLUMBING SERVICES FOR THE CITY OF SCRANTON FIRE DEPARTMENT FACILITY IMPROVEMENT PROJECT

WHEREAS, a request for Proposal was advertised for Plumbing Services for the City of Scranton Fire Department Facility Improvement Project, and only one (1) proposal was submitted for review; and

WHEREAS, after review of the proposal submitted, it was determined that it would be in the best interest of the City to award the Contract for Plumbing Services to Scranton Electric Heating and Cooling Service, Inc. for the reasons provided in the Memo attached hereto from the Business Administrator and letter dated June 29, 2017 from the Project Manager of Highland Associates, Ltd.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are authorized to execute and enter into a Contract for Plumbing Services for the City of Scranton Fire Department Improvement Project substantially in the form attached hereto, marked as Exhibit "A", and incorporated herein by reference, with Scranton Electric Heating and Cooling Service, Inc.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intend of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

CONTRACT

This contract entered into this ____ day of _____ 2017 effective from _____ to _____ by and between the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

SCRANTON ELECTRIC HEATING & COOLING SERVICES INC.
800 SANDERSON STREET
THROOP, PA 18512
PHONE NO. (570) 343-6370

hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Scranton desires the Contractor to perform certain work and services in accordance with the terms and conditions hereinafter set forth and the Contractor is ready, willing and able to perform such work and services.

NOW THEREFORE, in consideration of the promises contained herein and the promises each to the other made, the parties do agree and intend to be legally bound as follows:

ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general fields of providing plumbing services for the City of Scranton Fire Department Facility Improvement Project for Licensed General and Prime Contractors. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

Plumbing Services for the City of Scranton
Fire Department Facility Improvement Project
For Licensed General and Prime Contractors
per the attached Bid Proposal and Specifications
for the lump sum bid of $82,506.00

Said services to be furnished and delivered in strict and entire conformity with Scranton's Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference thereto and the Bid Proposal submitted by Scranton Electric Heating & Cooling, Inc. dated May 26, 2017 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal and Specifications are hereby made part of this Agreement as fully and with the same effect as if set forth at length herein.

ARTICLE II - GENERAL

(1) In the performance of the work and services hereunder, the Contractor shall act solely as an independent contractor, and nothing contained or implied shall at any time be so construed as to create the relationship of employer and employee, partnership, principal/agent, or joint adventurer as between Scranton and the Contractor.

(2) Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights, or of any other rights hereunder.

ARTICLE III - FEES

Said services to be furnished and delivered in strict and entire conformity with the Bid Proposal and Specifications attached hereto. Said Bid Proposal and Specifications are incorporated herein by reference as though set forth at length.

Scranton agrees to pay the Contractor for furnishing the above services if said services are provided in full compliance with the terms and conditions of this Contract to the satisfaction and approval of the Business Administrator. Such approval shall not be unreasonably withheld. The terms and conditions of this contract are set forth herein and may be supplemented by any attachments or exhibits incorporated herein by reference.

ARTICLE IV - INDEMNIFICATION

The Contractor shall indemnify, defend, and hold harmless Scranton from and against any and all claims and actions, based upon or arising out of damage to property or injuries to person or other acts caused or contributed to by Contractor or anyone acting under the Contractor's direction or control or on the Contractor's behalf in the course of the Contractor's performance under this contract.

ARTICLE V - INSURANCE

(1) Contractor represents that it now carries, and agrees it will continue during the term of this Contract to carry, at a minimum: Workers' Compensation, Comprehensive General and Contractual Liability, and Professional Liability Insurance in the following amounts:

TYPE OF INSURANCE	LIMITS OF LIABILITY
Workers' Compensation	Statutory
Employer's Liability	$ 500,000.00
Professional Liability	$1,000,000.00 each occurrence $1,000,000.00 aggregate
Comprehensive General Liability (including Blanket Contractual Liability Insurance)	
Bodily Injury	$ 1,000,000 each person $ 1,000,000 each occurrence $ 1,000,000 aggregate
Property Damage	$ 500,000 each occurrence
Personal Injury	$ 500,000
Comprehensive Automobile Liability:	
Bodily Injury	$ 300,000 each person $ 500,000 each occurrence
Property Damage	$ 500,000 each occurrence

(2) Certificates of all insurance provided by the Contractor shall be available for Scranton's review and will be furnished to Scranton if requested. Such copies of certificates shall include the following:

(a) Name of insurance company, policy number, and expiration data;

(b) The coverage required and the limits on each, including the amount of deductibles or self-insured retentions (which shall be for the account of the Contractor);

(c) A statement indicating Scranton shall receive thirty (30) days notice of cancellation or significant modification of any of the policies which may affect Scranton's interest;

(d) A statement confirming Scranton has been named an additional insured (except for Worker's Compensation) on all policies; and

(e) A statement confirming that Scranton, its agents and employees, have been provided a waiver of any rights or subrogation, which the Contractor may have against them.

ARTICLE VI: TERMINATION OF CONTRACT

If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or in the event of violation of any of the covenants contained herein, or in the event of violation of the laws applicable to implementation of the project contemplated by this Agreement, or in the event of misuse of finds, mismanagement, criminal activity or malfeasance in the implementation of this Agreement, Scranton shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR specifying the effective date of termination. Said notice shall be given in writing to the CONTRACTOR and will be effective upon receipt by the CONTRACTOR. In such an event, all project records, unused grant monies, and such amounts as may have been expended contrary to the terms of this Agreement shall be returned to the Scranton.

ARTICLE VII: DEFAULT

In the event of a default by Contractor under this Agreement, the defaulting party then shall reimburse the non defaulting party for all costs and expenses incurred by the non defaulting party in connection with the default, including without limitation, court costs and attorneys fees at the trial level and on appeal.

ARTICLE VIII: JURISDICTION

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and all obligations hereunder are to be performed in Lackawanna County, Pennsylvania. Jurisdiction over the subject matter and performance of this Agreement is therefore vested in the Lackawanna County Court of Common Pleas.

ARTICLE IX - ENTIRE AGREEMENT

This contract constitutes the entire agreement between Scranton and Contractor. It supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter thereof and if it has been induced by no representations, statements, or agreements other than those expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

IT IS FURTHER UNDERSTOOD AND AGREED that this contract is entered into under and subject to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, approved March 7, 1901, its supplements and amendments, and the liability of the City of Scranton herein limited to the amount appropriated for the same and subject to the Section 6-13 of the Administrative Code of the City of Scranton which limits payments of money out of the City Treasury to appropriations made by the Council

IN WITNESS WHEREOF the parties hereto have, in due form of law, caused this agreement to be executed the day and year first above written.

ATTEST:

_____
CITY CLERK

DATE: _____

BY: _____
MAYOR

DATE: _____

COUNTERSIGNED:

_____
CITY CONTROLLER

DATE: _____

_____
BUSINESS ADMINISTRATOR

DATE: _____

APPROVED AS TO FORM:

_____
CITY SOLICITOR

DATE: _____

SCRANTON ELECTRIC HEATING & COOLING SERVICES, INC.

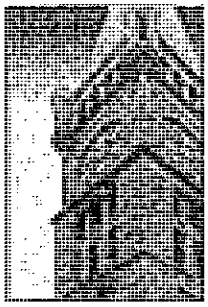
_____
BY:

TITLE: _____

DATE: _____

BUSINESS ADMINISTRATION

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



SCRANTON

July 21, 2017

Memo

To: William Courtright, Mayor
Jessica Boyles
Lori Reed, City Clerk
Patrick Hinton, Department of Licenses and Permits Director
Patrick DeSarno, Fire Chief

From: David Bulzoni, Business Administrator

Re: Fire House Improvement Project Bid Awards

All,

The City of Scranton received bids for the above project on May 26, 2017. The City's designated project architect and engineer, Highland Associates reviewed the bids and issued their recommendations with an attached tabulation of the cost proposals received from each contractor. The MultiScape bid was rejected because the bid bond was not received at the designated time of bid opening.

In accordance with the previously completed assessment dated March 30, 2016, the project was bid with both recommended and required components. Highland Associates completed the assessment to identify needed improvements. The assessment was the basis for the construction of the bid package. In an effort to compress costs, the City requested two distinct proposal formats: a comprehensive bid proposal for the entire project and separate bids for distinct project components. The attached bid chart lists those base bids associated with the required components of the project, as defined in the assessment, and those recommended components deemed necessary for completion by Highland. A chart identifies the recommended components by key. Those recommended components of the project, or as referred to in the bid package as add alternates, are delineated separately in the cost chart prepared by Highland. The total bid award for the project is based on the evaluation of the comprehensive and component bids. As an example, where the plumbing bids received as project components were less than the comparable costs associated with the comprehensive bid, those parts of the project will be undertaken by separate contractors. The project, therefore, will be awarded to four companies who submitted bids: one comprehensive bid will be awarded to Mar-Paul and component bids will be awarded to Scranton Electric and Mike Walsh Electrical.

Because the Mar-Paul bid includes roof replacement and restoration work, the Office of Business Administration recommends a prompt approval of this comprehensive bid package

prior to the Council adjournment for the August recess, with component bid approvals to follow in September. The recommendation is made because of the timeliness needed to complete the roofing component of the project, which is part of the comprehensive bid package received by Mar-Paul. Generally the component bids received by Scranton Electric and Mike Walsh Electrical will consist of interior work and may be subject to the full approval process in September.

Please review the attachments as needed. A meeting with the contractors selected for the project will occur on July 27 at noon to discuss the project. Council members are welcome to attend.

Please refer any questions to my office as needed. Thank you for your consideration.

Therefore, Office of the Business Administrator, based on the Highland Associates review, recommends the approval of the proposal submitted by Mar-Paul Inc. (comprehensive), Scranton Electric (HVAC and Plumbing), and Mike Walsh Electrical (Electrical), Inc. and subsequent contracts for each.

HIGHLAND
ASSOCIATES

June 29, 2017

Mr. David Bulzoni
City of Scranton
Office of Business Administration
340 North Washington Ave
Scranton, PA 18503

RE: **Fire Department Facility Renovations – Bid Recommendation**

Dear Mr. Bulzoni,

Based on bid's received (May 26, 2016) for the above mentioned project and selected alternates determined by the Fire Department, the following contractors are recommended to be awarded: (Please see attached bid breakdown)

General Trades: **Mar-Paul Inc. ($1,681,200)**

HVAC: **Scranton Electric ($125,592)**

Plumbing: **Scranton Electric ($82,506)**

Electrical: **Mike Walsh Electrical Inc. ($109,000)**

Total bids with selected alternates: $1,998,298.00

As discussed, the City will provide award verification and obtain required documentation from the contractors prior to work commencing.

Sincerely,

Drew Marcinkevich,
Project Manager

HIGHLAND
ASSOCIATES

Mr. David Bulzoni
City of Scranton
Page 2

GC	MillSapsInc	Mar Paul Inc
Base Bid	$ 1,102,750	$ 1,350,000
E2-001	$ 12,500	$ 3,100
E2-002	$ 15,000	$ 7,100
E2-003	$ (16,000)	$ (31,000)
E2-004	$ 10,000	$ 8,500
E7-001	$ 30,000	$ 9,000
E7-002	$ 18,000	$ 20,300
E7-003	$ (27,500)	$ (55,200)
E7-004	$ 15,000	$ 9,500
E7-005	$ 13,000	$ 12,000
E7-006	$ (25,000)	$ (96,600)
E8-001	$ 30,000	$ 15,000
E8-002	$ 18,000	$ 20,300
E8-003	$ (53,000)	$ (101,000)
E8-004	$ 16,000	$ 19,000
E8-005	$ 16,000	$ 14,200
E10-001	$ (6,000)	$ (10,600)
E10-002	$ (4,200)	$ (4,600)
E10-003	$ 1,400	$ 1,200
E10-004	$ 7,000	$ 8,700
E10-005	$ 11,000	$ 6,400
E10-006	$ 6,000	$ 2,500
E10-007	$ 1,500	$ 2,400
E10-008	$ 12,000	$ 9,000
E10-009	$ 12,000	$ 7,700
E10-010	$ 18,000	$ 16,500
E10-01	$ (15,000)	$ (31,500)
H-001	$ 75,000	$ 26,000
H-002	$ 15,000	$ 30,600
H-003	$ 15,000	$ 13,000
H-004	$ 20,000	$ 19,000
R1-001	$ (14,000)	$ (31,000)
R1-002	$ 11,000	$ 9,500
R1-003	$ 5,000	$ 6,500
R1-004	$ 11,000	$ 9,500
R1-005	$ 7,000	$ 6,400
R1-007	$ (17,000)	$ (40,000)
T4-001	$ (45,000)	$ (92,000)
T4-002	$ (5,600)	$ (17,000)
T4-003	$ 15,000	$ 6,000
T4-004	$ 2,000	$ 4,500
T4-005	$ 2,000	$ 1,800
T4-006	$ 50,000	$ 6,000
	$ 1,593,150	$ 1,681,200

Shaded Alternates are not included in totals - Not to be awarded at this time

HVAC	Scranton Electric	Robert Harrington Inc
Base Bid	$ 109,592	$ 107,700
R1-006	$ 16,000	$ 28,000
	$ 125,592	$ 135,700

Plumb	Scranton Electric	N/A
Base Bid	$ 75,834	
E2-002	$ 1,112	
E7-004	$ 1,112	
E8-004	$ 1,112	
E10-008	$ 1,112	
H-003	$ 1,112	
R1-004	$ 1,112	
	$ 82,506	

Elec	GR Noto	Mike Walsh Electrical Inc
Base Bid	$ 65,900	$ 85,000
E7-007	$ 14,250	$ 7,000
E8-006	$ 14,150	$ 7,000
R1-006	$ 15,450	$ 10,000
	$ 109,750	$ 109,000

Fire House Building Improvement Project

Sources and Uses of Funds

Sources	
Proceeds Series AA of 2016	$ 1,812,786.88
2016 Fire Department Operating Budget	$ 105,000.00
Street Lighting Lease Remaining Continency	$ 135,000.00
PPL Commercial Rebate Act 129 Funds	$ 134,719.26
Total Project Funding Sources	$ 2,187,506.14
Uses	
General Trades Bid Mar-Paul	$ 1,681,200.00
HVAC Bid Scranton Electric	$ 125,592.00
Plumbing Bid Scranton Electric	$ 82,506.00
Electrical Bid Mike Walsh Electrical	$ 109,000.00
Total Project Funding Uses	$ 1,998,298.00
Remaining Funding Fire House Project	$ 189,208.14
Less Parapet Reconstruction Cost	
Hartley and Esgro	$ 95,000.00
Hartley and Esgro	$ 78,250.00
Hartley and Esgro	$ 15,770.00
Total Parapet Funding Uses	$ 189,020.00
Net Sources and Uses Funding	$ 189,208.14
Less Parapet Costs	$ 189,020.00
Remaining Project Funds	$ 188.14

ALTERNATE IDENTIFICATION KEY PLAN:

*ENGINE 2 "E2"

GENERAL TRADES: (GT)

E2 -001	-	Remove and install new flooring.
E2-002	-	Remove and replace kitchen cabinets.
E2-003 (Not Selected)	-	Concrete Drives
E2-004	-	New interior wall paint
PLUMBING TRADES:		
E2-002	-	Sinks and plumbing work for new kitchen cabinets

*ENGINE 7 "E7"

GENERAL TRADES: (GT)

E7-001	-	Remove and install new flooring.
E7-002	-	Remove and install new ceiling tiles.
E7-003 (Not Selected)	-	Concrete drive apron
E7-004	-	Remove and replace kitchen cabinets
E7-005	-	New interior wall paint
E7-006 (Not Selected)	-	New bituminous pave drives
PLUMBING TRADES: (PLUMB.)		
E7-004	-	Sinks and plumbing work for new kitchen cabinets.
ELECTRICAL TRADES: (ELEC.)		
E7-007	-	Remove and replace emergency generators.

*ENGINE 8 "E8"
GENERAL TRADES:

E8-001	-	Remove and install new flooring.
E8-002	-	Remove and install new ceiling tiles
E8-003 (Not Selected)	-	Concrete drive aprons
E8-004	-	Remove and replace kitchen cabinets
E8-005	-	New interior wall paint
PLUMBING TRADES: (PLUMB.)		
E8-004	-	Sinks and plumbing work for new kitchen cabinets
ELECTRICAL TRADES: (ELEC.)		
E8-006		Remove and replace emergency generators.

*ENGINE 10 "E10"

GENERAL TRADES: (GT)

E10-001 (Not Selected)	-	New Bituminous pavement
E10-002 (Not Selected)	-	Patch and repair pavement
E10-003	-	Paint rusted columns
E10-004	-	New insul. Glass at windows
E10-005	-	Remove and install new windows.
E10-006	-	Remove and install new flooring
E10-007	-	Remove and install new ceiling tiles
E10-008	-	Remove and replace kitchen cabinets.
E10-009	-	New interior wall paint
E10-010	-	Paint exposed roof deck
E10-011 (Not Selected)	-	New concrete drives

PLUMBING TRADES: (PLUMB.)

E10-008	-	Sinks and plumbing work for new kitchen cabinets

*HEADQUARTERS "H"

GENERAL TRADES: (GT)

H-001	-	Remove and install new flooring.
H-002	-	Remove and install new ceiling tiles.
H-003	-	Remove and replace kitchen cabinets
H-004	-	New interior wall paint

PLUMBING TRADES: (PLUMB.)

H-003	-	Sinks and plumbing work for new kitchen cabinets

*RESCUE 1 "R1"

GENERAL TRADES: (GT)

R1-001 (Not Selected)	-	New concrete drives
R1-002	-	Remove and install new flooring.
R1-003	-	Remove and install new ceiling tiles.
R1-004	-	Remove and replace kitchen cabinets
R1-005	-	New interior wall paint
R1-007 (Not Selected)	-	New bituminous pave. Drives

MECHANICAL TRADES: (HVAC)

R1-006	-	New ductless system

PLUMBING TRADES: (PLUMB.)

R1-004	-	Sinks and plumbing work for new kitchen cabinets

ELECTRICAL TRADES: (ELEC.)

R1-006		Electrical work for new ductless system

*TRUCK 4 "T4"

GENERAL TRADES: (GT)

T4-001 (Not Selected)	-	New concrete drives
T4-002 (Not Selected)	-	New bituminous pavement drives
T4-003	-	Remove and install new flooring.

T4-004	-	Remove and install new ceiling tiles.
T4-005	-	Epoxy paint on concrete floors
T4-006	-	New interior wall paint

Department of Business Administration

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225

SCRANTON

May 26, 2017

Mr. David Bulzoni
Business Administrator
Municipal Building
Scranton, Pa. 18503

Dear Mr. Bulzoni,

This is to inform you that proposals were opened Friday, May 26, 2017 in Council Chambers for the **City Of Scranton Fire Department Facility Improvement Project For Licensed General and Prime Contractors.** Attached are the copies of the proposals submitted by the following companies:

Robert P. Harrington—Incomplete paperwork
Multiscape, Inc.---Incomplete paperwork, no bid bond
G.R. Noto Electrical Construction, Inc.—Incomplete paperwork
Scranton Electric Heating & Cooling---Incomplete paperwork
Walsh Electrical, Inc.---Incomplete paperwork
Mar-Paul---Incomplete paperwork
Scranton Electrical Plumbing---Incomplete paperwork

Thank you for your cooperation in this matter.

Sincerely,

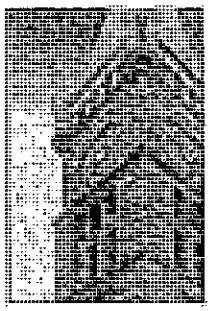
Julie Reed,
Purchasing Clerk

Encls.

CC: Mrs. Roseann Novembrino, City Controller
Mrs. Lori Reed, City Clerk
Ms. Jessica Boyles, City Solicitor
File

Department of Business Administration

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



SCRANTON

April 11, 2017

Mr. David Bulzoni
Business Administrator
City of Scranton
Municipal Building
Scranton, Pennsylvania. 18503

Dear Mr. Bulzoni

This is to inform you that proposals will be opened in City Council Chambers on Friday, May 26, 2017 for the following:

City of Scranton
Fire Department Facility Improvement
Project for Licensed and General and Prime Contractors

There will be **Mandatory Pre-Bid Conference** on Friday, April 28, 2017 at 10:00 A.M. at City Hall in the Governor's Room.

Attached please find an Invitation to Bidders, and Specifications.

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,
Purchasing Clerk

Cc: Mayor William Courtright
Mrs. Rebecca McMullen, Financial Manager
Mrs. Roseann Novembrino, City Controller
Mrs. Lori Reed, City Clerk
Ms. Jessica Boyles, City Solicitor
File

CITY OF SCRANTON

INVITATION TO BIDDERS

SEPARATE SEALED PROPOSALS WILL BE RECEIVED BY THE CITY CONTROLLER AT HER OFFICE IN CITY HALL, 2ND FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, UNTIL 10:00 A.M., FRIDAY, MAY 26, 2017 AT WHICH TIME THEY WILL BE READ ALOUD IN COUNCIL CHAMBERS BY THE BUSINESS ADMINISTRATOR (OR HIS DESIGNEE) FOR THE FOLLOWING:

CITY OF SCRANTON
FIRE DEPARTMENT FACILITY IMPROVEMENT
PROJECT FOR LICENSED GENERAL AND PRIME CONTRACTORS

COPIES OF THE BIDDING AND CONTRACT DOCUMENTS INCLUDING DRAWINGS AND SPECIFICATIONS MAY BE OBTAINED AS OF APRIL 5, 2017 FROM HIGHLAND ASSOCIATES, 102 HIGHLAND AVENUE, CLARKS SUMMIT, PA. 18411 UPON RECEIPT OF A NON-REFUNDABLE CHECK IN THE AMOUNT OF **$125.00 FOR EACH SET** ALONG WITH A PDF DISK REQUESTED SET OF DOCUMENTS MADE PAYABLE TO HIGHLAND ASSOCIATES. SHOULD A BIDDER REQUEST THEIR BIDDING DOCUMENTS TO BE SHIPPED, THE BIDDER WILL ALSO BE REQUIRED TO SUBMIT AN ADDITIONAL NON-REFUNDABLE CHECK PAYABLE TO HIGHLAND ASSOCIATES IN THE AMOUNT OF **$40.00 FOR SHIPPING AND HANDLING.**

A **MANDATORY** PRE-BID CONFERENCE WILL BE HELD ON FRIDAY, APRIL 28, 2017 AT 10:00 A.M. IN CITY HALL'S GOVERNORS ROOM—340 NORTH WASHINGTON AVENUE, SCRANTON, PA. 18503 TO REVIEW THE PROPOSED WORK AND AREAS. A WALK THROUGH OF THE BUILDINGS WILL FOLLOW IMMEDIATELY AFTERWARDS THROUGHOUT ALL SEVEN (7) FACILITIES. BIDS FROM BIDDERS THAT FAILED TO ATTEND THE PRE-BID CONFERENCE AND WALK THROUGH SHALL BE REJECTED.

EACH BIDDER SHALL ENCLOSE BID SECURITY WITH THEIR BIDS IN THE FORM OF AN ACCEPATABLE BID BOND, CASHIER'S CHECK, TRUST COMPANY TREASURER'S CHECK, OR A CERTIFIED CHECK IN AN AMOUNT EQUAL TO 10% OF THE TOTAL BID IN ACCORDANCE WITH THE INSTRUCTIONS TO BIDDERS. PERFORMANCE AND PAYMENT BONDS FOR 100% OF THE CONTRACT SUM WILL BE REQUIRED OF THE SUCCESSFUL BIDDER.

THE CONTRACT SHALL BE AWARDED TO THE LOWEST, MOST RESPONSIBLE BIDDER; HOWEVER, THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART OF ANY BID. BIDDERS ARE INVITED TO HAVE A REPRESENTATIVE PRESENT AT THE BID OPENING.

ENVELOPES CONTAINING BIDS SHALL BE PLAINLY MARKED OUTSIDE "CITY OF SCRANTON FIRE DEPARTMENT FACILITY IMPROVEMENTS"AND DELIVERED OR MAILED TO THE OFFICE OF THE CITY CONTROLLER, CITY HALL, 2ND FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, SO AS TO BE RECEIVED AT THE OFFICE BY THE TIME FIRST SPECIFIED ABOVE. PROPOSERS ARE

RESPONSIBLE FOR SUBMITTING THEIR BIDS TO THE APPROPIATE LOCATIONS AT OR PIOR TO THE TIME INDICATED IN THE SPECIFICATIONS. DELAY IN THE MAIL DELIVERY IS NOT AN EXCEPTION TO THE RECEIPT OF BIDS. THE CITY OF SCRANTON REQUIRES SIX (6) COPIES OF ALL BIDDING DOCUMENTS.

QUESTIONS CAN BE EMAILED TO DAVID BULZONI (dbulzoni@scrantonpa.gov).

DAVID BULZONI
BUSINESS ADMINISTRATOR

CITY OF SCRANTON

Fire Department

Facility Renovations

APRIL 2016

HA PN: 2016-381

HIGHLAND
ASSOCIATES
102 Highland Avenue
Clarks Summit, PA 18411
Phone: 570-586-4334

EXHIBIT
tabbies
"A"

SCRANTON FIRE DEPARTMENT FACILITY RENOVATIONS

MARCH 29, 2017

TABLE OF CONTENTS
HAPN: 2016-381

Division	Section Title
DIVISION 00 – PROCUREMENT REQUIREMENTS	
00 11 16	INVITATION TO BID
00 21 10	INSTRUCTIONS TO BIDDERS
00 21 44	OWNER – CONTRACTOR AGREEMENT
.....	QUALIFICATIONS STATEMENT
00 41 22	BID FORM CONTRACT #100 GENERAL TRADES
00 41 23	BID FORM CONTRACT #101 PLUMBING
00 41 24	BID FORM CONTRACT #102 HVAC
00 41 25	BID FORM CONTRACT #103 ELECTRICAL
00 60 10	CONTRACTOR LABOR AND MATERIAL PAYMENT BOND
00 60 10	CONTRACTOR PERFORMANCE BOND
.....	AIA 312-2010 PAYMENT BOND (DRAFT)
00 80 20	SUPPLEMENTARY CONDITIONS
.....	AIA A201 – 2007 GENERAL CONDITIONS (DRAFT)
.....	AFFIRMATIVE ACTION CERTIFICATION (For Signature)
.....	NONCOLLUSION AFFIDAVIT OF PRIME BIDDER (For Signature)
.....	CERTIFICATE OF NON-SEGREGATED FACILITIES (For Signature)
DIVISION 01 – GENERAL REQUIREMENTS	
01 01 50	PROJECT SCHEDULE
01 12 00	MULTIPLE CONTRACT SUMMARY
01 20 00	PAYMENT PROCEDURES
01 21 00	ALLOWANCES
01 26 00	CONTRACT MODIFICATION PROCEDURES
01 31 00	PROJECT MANAGEMENT AND COORDINATION
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION
01 33 00	SUBMITTAL PROCEDURES
01 40 00	QUALITY REQUIREMENTS
01 60 00	PRODUCT REQUIREMENTS
01 73 29	CUTTING AND PATCHING
01 77 00	CLOSEOUT PROCEDURES

DIVISION 01 – EXISTING CONDITIONS

02 41 19 SELECTIVE DEMOLITION

CITY OF SCRANTON

INVITATION TO BIDDERS

SEPARATE SEALED PROPOSALS WILL BE RECEIVED BY THE CITY CONTROLLER AT HER OFFICE IN CITY HALL, 2ND FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, UNTIL **10:00 A.M., FRIDAY, MAY 26, 2017** AT WHICH TIME THEY WILL BE READ ALOUD IN COUNCIL CHAMBERS BY THE BUSINESS ADMINISTRATOR (OR HIS DESIGNEE) FOR THE FOLLOWING:

CITY OF SCRANTON
FIRE DEPARTMENT FACILITY IMPROVEMENT
PROJECT FOR LICENSED GENERAL AND PRIME CONTRACTORS

COPIES OF THE BIDDING AND CONTRACT DOCUMENTS INCLUDING DRAWINGS AND SPECIFICATIONS MAY BE OBTAINED AS OF **APRIL 5, 2017** FROM HIGHLAND ASSOCIATES, 102 HIGHLAND AVENUE, CLARKS SUMMIT, PA. 18411 UPON RECEIPT OF A NON-REFUNDABLE CHECK IN THE AMOUNT OF **$125.00 FOR EACH SET** ALONG WITH A PDF DISK REQUESTED SET OF DOCUMENTS MADE PAYABLE TO HIGHLAND ASSOCIATES. SHOULD A BIDDER REQUEST THEIR BIDDING DOCUMENTS TO BE SHIPPED, THE BIDDER WILL ALSO BE REQUIRED TO SUBMIT AN ADDITIONAL NON-REFUNDABLE CHECK PAYABLE TO HIGHLAND ASSOCIATES IN THE AMOUNT OF **$40.00 FOR SHIPPING AND HANDLING.**

A **MANDATORY** PRE-BID CONFERENCE WILL BE HELD ON **FRIDAY, APRIL 28, 2017 AT 10:00 A.M. IN CITY HALL'S GOVERNORS ROOM—340 NORTH WASHINGTON AVENUE, SCRANTON, PA. 18503** TO REVIEW THE PROPOSED WORK AND AREAS. A WALK THROUGH OF THE BUILDINGS WILL FOLLOW IMMEDIATELY AFTERWARDS THROUGHOUT ALL SEVEN (7) FACILITIES. BIDS FROM BIDDERS THAT FAILED TO ATTEND THE PRE-BID CONFERENCE AND WALK THROUGH SHALL BE REJECTED.

EACH BIDDER SHALL ENCLOSE BID SECURITY WITH THEIR BIDS IN THE FORM OF AN ACCEPATABLE BID BOND, CASHIER'S CHECK, TRUST COMPANY TREASURER'S CHECK, OR A CERTIFIED CHECK IN AN AMOUNT EQUAL TO 10% OF THE TOTAL BID IN ACCORDANCE WITH THE INSTRUCTIONS TO BIDDERS. PERFORMANCE AND PAYMENT BONDS FOR 100% OF THE CONTRACT SUM WILL BE REQUIRED OF THE SUCCESSFUL BIDDER.

THE CONTRACT SHALL BE AWARDED TO THE LOWEST, MOST RESPONSIBLE BIDDER; HOWEVER, THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART OF ANY BID. BIDDERS ARE INVITED TO HAVE A REPRESENTATIVE PRESENT AT THE BID OPENING.

ENVELOPES CONTAINING BIDS SHALL BE PLAINLY MARKED OUTSIDE "CITY OF SCRANTON FIRE DEPARTMENT FACILITY IMPROVEMENTS"AND DELIVERED OR MAILED TO THE OFFICE OF THE CITY CONTROLLER, CITY HALL, 2ND FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, SO AS TO BE RECEIVED AT THE OFFICE BY THE TIME FIRST SPECIFIED ABOVE. PROPOSERS ARE

RESPONSIBLE FOR SUBMITTING THEIR BIDS TO THE APPROPIATE LOCATIONS AT OR PIOR TO THE TIME INDICATED IN THE SPECIFICATIONS. DELAY IN THE MAIL DELIVERY IS NOT AN EXCEPTION TO THE RECEIPT OF BIDS. THE CITY OF SCRANTON REQUIRES SIX (6) COPIES OF ALL BIDDING DOCUMENTS.

QUESTIONS CAN BE EMAILED TO DAVID BULZONI (dbulzoni@scrantonpa.gov).

DAVID BULZONI
BUSINESS ADMINISTRATOR

SECTION 002114 – INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.01 INVITATIONS FOR BIDS

A. Sealed Proposals for the City of Scranton Fire Department Facility Improvements Project, Lackawanna County, Scranton, Pennsylvania, must be submitted to the Owner in accordance with the Invitation to Bid.

1.02 OPENING OF BIDS

A. Bids will then be opened and publicly read aloud immediately following bid submission.

1.03 OWNER'S REPRESENTATIVES

A. The Architect for the Project is Highland Associates, Ltd. Architecture Engineering Interior Design, 102 Highland Avenue, Clarks Summit, Pennsylvania 18411, (570) 586-4334. The Architect provides for the design of the Project, as set forth in the Contract Documents generally and the Drawings and Specifications in particular.

B. The Owner's designated representative is Mr. David Bulzoni. The representative is authorized to make decisions on behalf of the Owner, provided the financial effect on the Project budget does not exceed $10,000.00 and provided that the cumulative effect of all such decisions does not exceed the budget for contingencies.

1.04 DOCUMENTS

A. Bona fide Prime Bidders may obtain a complete set of Bidding and Construction Documents and Drawings and Specifications from the Architect in accordance with the provisions of the Invitation to Bid.

1.05 EXAMINATION

A. The Bidder shall carefully study and compare the Contract Documents with each other and with other work being bid concurrently or presently under construction to the extent that it may affect the Work on the Project.

B. The Bidder shall examine the sites where the Work will be performed and local conditions in order to obtain first-hand knowledge of existing conditions and limitations, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered. Failure to visit the site will not relieve the Contractor of responsibility for same nor will extra payment requests be considered for conditions which could have been determined by examination of the work sites and Construction Documents.

C. The Bidder shall determine the extent to which an award by the Owner for other Work, including Work performed by other Prime Contractors, may bear upon the Work performed by the Contractor.
D. The Bidder shall consider the effect on his Work of Owner's on-going operations and shall adjust his Bid based upon the likelihood that these operations will restrict the duration and sequencing of work

activities. In this regard, Bidder acknowledges the provisions of Section 010150 of Division 1 of the Specifications and that the process set forth there is reasonable and has been accounted for in his Bid.

1.06 BIDDER'S QUALIFICATIONS

A. Bidder shall submit with the Bid a completed Qualifications Statement, the form of which is included in Division 00. A submitted Qualifications Statement completed in a manner that demonstrates bad faith shall be rejected and the Bid declared non-responsive as per Subparagraph 1.15.E. Along with the Statement, the Bidder shall provide a complete copy of its most recent financial statement. A negative response to the request for a complete copy of the most recent financial statement shall be conclusively treated as non-responsive and shall disqualify the Bidder.

B. The Owner may make such investigation as is deemed necessary to determine the responsibility of the Bidder, including the ability of the Bidder to perform the Work according to the requirements of the Contract Documents. The Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if, by the evidence submitted or as the result of investigation, the Owner concludes in its discretion that the Bidder is not properly qualified to carry out the obligations of the Contract or is otherwise not a responsible contractor under applicable law.

1.07 BID SECURITY

A. Each Bid must be accompanied by a single original Bid Bond, Cashier's Check, Trust Company Treasurer's Check or Certified Check in favor of or made payable to the City of Scranton in an amount of not less than ten percent (10.0%) of the Base Bid. Any Bid Bond submitted as Bid Security shall be in the form as provided on the Contract Documents and shall be issued by a surety company licensed to do business in the Commonwealth of Pennsylvania with an A.M. Best rating of A- or better. The failure of the Bidder to submit the Bid Security shall be conclusively treated as a deficiency requiring the rejection of the Bid. In the event of any inconsistency between a Bid Bond provided and these Instructions to Bidders, the Instructions shall control.

B. Such Bid Security shall be submitted with the understanding that it shall guarantee that the Bidder's Bid will not be withdrawn for the period of time allowed by Pennsylvania Act 1978-317, as amended and other provisions of applicable law; that, if the Bid is accepted, the Bidder will execute the Form of Agreement, Payment and Performance Bonds, insurance certificates, and other submittals required by Paragraph 1.18 of these Instructions; and that in the event of withdrawal of said Bid within said period, the failure to furnish documents or information requested to cure a deficiency in the Bid, or the Bidder's failure to enter into said Agreement or provide the submittals required after notice of intent to award has been issued, the Bidder shall be liable to the above mentioned Owner for the full amount of such Bid Security as representing the damage to the Owner on account of the default of the Bidder in any particular hereof.

C. The successful Bidder's Security will be retained until he has signed the Contract and furnished the required submittals. The Owner reserves the right to retain the Security of the next two (2) lowest Bidders until the lowest Bidder enters into a Contract or until 60 days after bid opening, whichever is the shorter. All other Bid Security will be returned as soon as practical. If any Bidder refuses to enter into a Contract, the Owner will retain his Bid Security as liquidated damages. Bidder acknowledges that, by the submission of his Bid, the amount of these liquidated damages constitute reasonable compensation for the expense and administrative cost of re-bidding the contract and therefore is not a penalty.

1.08 BIDDER'S ACKNOWLEDGEMENTS REGARDING PROPOSED WORK

A. Contracts will be awarded with the understanding that the Bidder, prior to submission of the Bid, has become acquainted with the requirements of the Contract Documents for all Prime Contracts, the work performed by other contractors, the condition of the sites, the existing building, all utilities in existence (including those to which connections are to be made), and all other conditions of the sites and existing structures and has obtained all information necessary for the submission of his Bid and the completion of the Work on or before the submission of his Bid. Acknowledgement by the Bidder constitutes a binding agreement and understanding with the Owner that a claim may not be submitted based on a matter that is contrary to the subject of the acknowledgement.

B. In connection with the sites, a walk-through of all seven sites will be conducted immediately following the mandatory, pre-bid meeting. Should the Bidder desire to obtain additional information and data, a written request shall be made to the Architect, in accordance with the provisions of Subparagraph 1.09.E of these Instructions.

C. The Bidder acknowledges that he has examined carefully and in detail the character of the Project sites, existing structures, existing mechanical, electrical and plumbing systems, the Contract Documents and all other matters pertinent to the Work contemplated. The Bidder has satisfied himself as to the conditions to be encountered overhead, on the surface and concealed, the character quality and quantities of work to be done and materials to be furnished, and the requirements of the Contract Documents. The Bidder acknowledges that the Owner makes no representations regarding the conditions found at the Project sites.

D. The Bidder acknowledges that he has carefully examined all Contract Documents and materials pertinent thereto, with respect to all the categories of Work for which the Owner had advertised and will receive proposals, and is completely aware and satisfied as to the character, quality and quantities of all Work, materials and for services required or to be provided or performed and will complete all Work of the Contract and further has examined the Work that will be required of the other Contractors employed by the Owner on the Project.

E. The Bidder acknowledges that, should Work to be performed be specified or indicated in more than one Prime Contract and no clarifications received by Addendum prior to Bid date, each Prime Contract Bidder so affected who is submitting a Bid shall consider the Work to be part of their Prime Contract. A subsequent determination will be made and an amount commensurate to the labor, material and equipment to be provided will be deducted from the Contractor determined not to be responsible.

F. The Bidder acknowledges that the Bidder has visited or has been given the opportunity to visit the Project sites, has read the Contract Documents and understands their full character and intent, and that, should the Owner subsequently accept his proposal, no claims, allowances or concessions will be made, accepted or recognized at any future time for any additional labor, equipment or materials require, or for any difficulties encountered in the Work, or for the lack of any information which could have been foreseen, apparent or ascertained by the Bidder.

G. The Bidder acknowledges that he has ascertained all governmental and utility requirements with respect to wage scales, materials, labor, safety and sanitation and shall base his Bid prices on full compliance therewith.

H. The Bidder acknowledges that he has familiarized himself with labor conditions which might affect or influence the performance of the Work.

I. The Bidder acknowledges that he was afforded the opportunity to attend and participate in the pre-bid meeting.

J. The Bidder acknowledges that he is fully aware of the Owner's status as a governmental entity in relation to this Project and the requirements of Applicable Laws related to certain exemptions from the application of sales taxes and has reviewed any letter-ruling made available and obtained by the Owner from the Department of Revenue. See Section 00910.

K. The Bidder acknowledges that the Bidder and other Prime Contractors on the Project are responsible for coordination of their own construction activities and for resolving coordination issues between themselves in accordance with the General Conditions.

L. The Bidder acknowledges that he is aware and has been advised that the Contractor is solely responsible for initiating, maintaining and supervising all safety precautions and programs required under its portion of the Work and the Work of the Bidder's Subcontractors and Sub-subcontractors and that the Bidder has reviewed, evaluated and taken into consideration these requirements when submitting the Bid.

M. The Bidder acknowledges that he is aware and has been advised that his Subcontractors must be given these requirements for bidding purposes so as to ensure consistency and adherence to the Contract Documents, that the Bidder as Contractor is responsible fully to the Owner for the performance of his Subcontractors and that the Bidder will require each Subcontractor, through legally enforceable written agreements, to meet all of the responsibilities with respect to any portion of the Work performed by any Subcontractor.

N. The Bidder acknowledges that he assumes all risks resulting from any changes in the conditions which may occur during the progress of the Work, subject to the right of any Contractor to recover from another Prime Contractor damages for interference and delay.

O. The Bidder has reviewed the scheduling requirements issued by and on behalf of the Owner and appearing on the drawings and in the Specifications, including Section 010150, and has to the extent appropriate incorporated the information set forth therein in preparing his Bid.

1.09 UNDISCLOSED SITE AND BUILDING CONDITIONS

A. The Owner has been unable to identify any existing drawings and other similar documents related to existing buildings and other structures connected to or otherwise related to the Work. The Owner has, however, secured or otherwise obtained building information in the form of a voluminous study entitled, "City of Scranton 2016 Fire Department Facilities Assessments (March 2016)." This document (hereafter referred to as "Building Information") is available for review upon written request submitted to the Architect..

D. The Building Information was obtained by or on behalf of the Owner for the Architect's use in designing the Project. The Building Information has been provided or otherwise made available to the Bidders. The technical data found in the Building Information is represented to be accurate by Owner, but the conclusions and inferences that may be found in or inferred from the Building Information is not warranted and the accuracy or completeness of any such conclusions and inferences is not guaranteed by Owner, Architect or Architect. The Contractors must assume all responsibility in performing Work for this Project and shall not rely on Building Information. The Bidder shall make his own investigation of the conditions in existing structures and at the Project sites.

E. If Bidder desires to obtain additional information or data to supplement that which exists in the form of Building Information, Bidder shall make a written request, directed to the Architect. Owner will, to the extent reasonably feasible, afford the Bidder the opportunity, at Bidder's own expense, to conduct additional tests and examinations and to make measurements and studies of all kinds; where Owner cannot grant such rights, it will cooperate with Contractor in endeavoring to secure such rights. The ground and existing structures shall be returned to its original condition as prior to testing. Owner may require a bond to secure the restoration of the original conditions.

1.10 REVIEW OF DRAWINGS AND SPECIFICATIONS AND ADDENDA

A. It is the intent of the Owner to fully clarify all requirements of the Contract Documents. If the Bidder is in doubt as the meaning of the Drawings and Specifications, or other Contract Documents, he may submit to the Architect, a written request on the attached form appearing here as Attachment A for interpretation or correction thereof. Requests to be given consideration must be received at least seven (7) calendar days prior to the bid date. The person submitting the request will be responsible for the prompt delivery of the Pre-Bid Request For Information (RFI). Any interpretation of the proposed documents will be made by Addendum only, duly issued. A copy of each addendum issued, will be sent to each company known to be contemplating the submission of a Bid and in the possession of a complete set of Bidding and Contract Documents. The addendum will be issued not later than 48 hours prior to the bid date. Neither the Architect nor Owner are responsible for any explanation or interpretation of the Bidding or Contract Documents transmitted orally or in any manner other than the issuance of an Addendum.

B. No recovery shall be allowed a Contractor who fails to request clarification of a Contract Document requirement for damages associated with that requirement. The Contractor shall not at any time after submission of the Bid, assert any claim whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall the Contractor claim any misunderstanding in regard to the nature, conditions or character of the Work to be done under the Contract as to which the Contractor failed to inquire.

C. The Bidder shall contact the Architect prior to the submission of the Bid to secure information on the latest Addenda issued. All Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether or not received by the Bidders and whether or not acknowledged in the Bid.

D. The Bidder must base his Bid on the products and manufacturers specified in the Contract Documents, as modified by written Addenda. No substitutions are permissible where the Contract Documents provide for: (i) three products and/or manufacturers; (ii) one explicitly identified proprietary manufacturer; or (iii) one manufacturer where there is no explicit limitation to an identified proprietary product and therefore equal products and/or manufacturers are permitted.

1.11 REGULATIONS, APPLICABLE LAW AND PERMITS

A. The law of the Commonwealth of Pennsylvania shall govern the interpretation of this Contract. Applicable law may include any of the following:

1. The Pennsylvania statewide building code: Act 45 - The Uniform Construction Code (UCC) Act of 1999, which adopts the International Code Council Family of Codes - 2003, except that the UCC Administrative Regulations replace Chapter One of each of the International Codes.
2. Lackawanna County Plumbing and Health Departments.
3. City of Scranton ordinances, codes, and regulations.

B. The general prevailing minimum wage rates, as determined by the Pennsylvania Department of Labor and Industry, Bureau of Labor Law Compliance for Prevailing Minimum Wage Predeterminations, shall be paid for each craft or classification of all workers needed to perform the Contract during the anticipated term thereof.

C. Bids shall be submitted on the basis of full and total compliance with all Federal and State laws, regulations, statutes and requirements pertaining to this Project. Bidder shall contact prior to bidding, the local municipality having jurisdiction and ascertain the building codes, permits, fees, and regulations pertaining to this Project. The Bidder shall determine what local ordinances, if any, will affect his Work and shall check for any county, city, borough, or township rules and regulations applicable to the area in which the Project is being constructed and, in addition, for any rules or regulations of other organizations having jurisdiction such as planning commissions, industries or utility companies. Any costs of compliance with local controls shall be included in the Bid, even though requirements of such local controlling agencies are not listed herein.

D. The Bidder shall contact the local authorities regarding any requirements for Contractor Licenses and/or bonding, and any ordinances which may restrict early morning, late evening, and/or weekend work hours, as well as any restrictions regarding access routes to the Project sites.

E. The Owner shall be solely responsible for the cost associated with obtaining the General Building Permit or Permits for the Projects. The Contractor awarded the General Trades Contract shall cooperate with the Owner in connection with the application for this Permit and payment of the appropriate fee. The Bidder shall include the cost of all building permits and licenses in his Bid, but the cost of the General Building Permit shall be excluded from the Bids and will be paid for by the Owner directly. If for any reason the General Trades Contractor is required to pay the cost of the General Building Permit, Owner shall reimburse the General Trades Contractor for that expense, without markup.

1.12 PRE-BID CONFERENCE

A. The time and place for the Pre-bid Conference and walk-through appears in the Instructions to Bidders.

B. Questions from this meeting requiring modification of Contract Documents will be addressed in an Addendum or Addenda. The Bidder may not rely on the answers and responses given orally and may rely only on written answers to questions raised at pre-bid meeting that are included in an Addendum.

1.13 COMPLETION OF WORK AND LIQUIDATED DAMAGES

A. The Bidder shall submit his Bid with the understanding that (1) the Contractor shall begin on the date indicated in or established by the Notice to Proceed and shall carry the Work forward expeditiously to achieve Contract Milestones and Substantial Completion on or before the times stipulated in the Contract Documents, (2) the time for the completion of the Work shall be considered of the essence of this Contract, and (3) for the costs of extra inspection, salaries of contingent forces and other expenses entailed by the Owner by delay in completing the contract, said Owner shall be entitled to liquidated damages, and not as a penalty, in the amounts set forth in the Contract Documents for each and every calendar day's delay, provided that the delay was not solely caused by the Owner or not otherwise excused in accordance with the General Conditions and other Contract Documents.

B. In the event that the Work must be conducted beyond the normal working hours specified or if the project is not completed by the specified duration, the Contractors shall reimburse the Consultants (A/E,

CM, etc.) for all their additional expenses. Expenses shall be calculated at the cost times 2.75 on labor and costs times 1.15 on all other items.

D. The reimbursement set forth above are in addition to liquidated damages, if any, and shall be paid to the Consultants by the Contractors prior final payment or the amounts shall be deducted from Contractors final payment. Reimbursement to the Consultants for additional expenses shall not apply to the extent that their overtime or extension is the fault of the Consultant or beyond the reasonable control of the Contractor.

1.14 PREPARATION AND PRESENTATION OF BIDS

A. Each Bidder shall submit a single original Bid using the Bid Forms and one copy. The Bid must be delivered in a sealed opaque envelope on or before the time and at the place stated above. Transmission of a Bid by electronic means, verbally or by facsimile is not permitted. Name of the Bidder, Prime Contract Name and Number shall appear on the face of the bid envelope. If more than one copy of a Bid, or more than one Bid, is enclosed in a single envelop, the Owner shall accept for review the copy of a Bid or the Bid that is in the Owner's sole judgment the more favorable. Nothing herein precludes Bidder from submitting more than one Bid in separate envelopes. Contractors bidding on more than one prime contract must submit bids in separate appropriately marked envelopes.

B. An original Bid Form for use by Bidder shall be furnished with the Bidding Documents.

C. The failure to execute or complete a blank on the Bid Form shall cause the Bid to be rejected only if the amount of the Base Bid or Bid for an Alternate or Unit Price cannot be determined. The failure of the Bidder to sign the Bid Form shall be conclusively treated as a nonresponsive Bid and the Bid shall be rejected. The failure to attest to the signature made on behalf of a corporate Bidder or a Bidder which is Limited Liability Company shall not make the Bid nonresponsive. If the Bid Form is inconsistent, the interpretation most favorable to the Owner will govern.

D. The blanks provided for the entry of sums on the Bid Form shall permit the Bidder to enter its Bid in words, or in numerical figures, or in both words and numerical figures. In case of discrepancy where both words and numerical figures are entered, the numerical figures shall control. No Bid shall be rejected solely by reason of the failure to enter sums in both words and numerical figures provided that a sum is ascertainable. If a sum is ascertainable, the Bid will conclusively be determined to be responsive.

E. All Bids should be regular in every respect and interlineations, additions, excisions or conditions made or included in the completed Bid Form by the Bidder shall be disregarded and the Bid accepted. Only in the event that, notwithstanding the disregard of the interlineation, addition, excision or condition, the amount of the Base Bid or Bid for an accepted Alternate Bid cannot be determined shall the Bid be rejected.

F.(1) All requested Alternates shall be bid. If an alternate price called for does not involve a change in price, the Bidder shall so indicate by writing "No Change", "None", "Zero", "0", "No cost", "N/A" or the equivalent of any of these entries, in the space provided. The Bidder shall not be permitted to refuse to bid on an Alternate. The use of any of the above-identified entries, or the failure to enter an amount in the blank for an Alternate, shall be treated conclusively as a Bid of zero dollars for the Work described in the Alternate. The failure to indicate whether a sum inserted for an Alternate is an "add" or a "deduct" shall be treated conclusively as a deduction to the Base Bid.

(2) The Owner may designate certain Alternates as "Option Alternates" in the Bid Form. The designation of an Alternate as an Option Alternate does not cause the Option Alternate to lose its

character as an Alternate under the Contract Documents. All requested Alternates, including Option Alternates, shall be bid. The price of all Option Alternates selected at the time of award by the Owner shall be included in the calculation of lowest price for the Work.

(3) The price of all Option Alternates not selected at the time of the award shall be held and preserved for the duration of the Project. The Owner shall have the right, at its option, to select an Option Alternate during the course of construction and to direct that the Contractor perform the Work which the Option Alternate identifies and to cause to be prepared a Change Order or Construction Change Directive to compensate the Contractor in the amount originally bid.

G. All requested Unit Prices shall be bid. If an alternate price called for does not involve a change in price, the Bidder shall so indicate by writing "No Change", "None", "Zero", "0", "No cost", "N/A" or the equivalent of any of these entries, in the space provided. The Bidder shall not be permitted to refuse to bid on an Alternate. The use of any of the above-identified entries, or the failure to enter an amount in the blank for an Alternate, shall be treated conclusively as a Bid of zero dollars for the Work described in the Alternate.

H. All requested Unit Prices for which estimated quantities have been provided in the Bid Form or elsewhere in the Contract Documents shall be bid. The cost of Unit Price Work for which estimated quantities have been provided shall be included in the Base Bid. If the Unit Price Work will be performed at no cost to the Owner, the Bidder shall so indicate by writing "No Change", "None", "Zero", "0", "No cost", "N/A" or the equivalent of any of these entries, in the space provided. The Bidder shall not be permitted to refuse to bid on a Unit Price. The use of any of these entries, or the failure to enter an amount in the blank for Unit Price Work shall be treated conclusively as a Bid of zero dollars for that Work.

I. All requested Unit Prices for which no estimated quantities are provided in the Bid Form shall also be bid. If the Unit Price Work will be performed at no cost to the Owner, the Bidder shall so indicate by writing "No Change", "None", "Zero", "0", "No cost", "N/A" or the equivalent of any of these entries, in the space provided. The use of any of these entries, or the failure to enter an amount in the blank for Unit Price Work shall be treated conclusively as a Bid of zero dollars for that Work.

J. The Bidder shall include the cost of all building permits and licenses in his Bid, but the cost of the general building permit shall be excluded from the Bids and will be paid for by the Owner directly or as a reimbursable item in the pay applications of the Contractor awarded the contract for General Construction, without markup.

K. The Bidder shall not condition, qualify or otherwise assert a stipulation of any kind in the Bid. Any condition, qualification or stipulation added to the Bid Form shall be disregarded and the Bid accepted as if the condition, qualification or stipulation did not appear. Only in the event that, notwithstanding the disregard of the condition, qualification or stipulation, the amount of the Base Bid or Bid for an accepted Alternate cannot be determined shall the Bid be rejected.

L. The Bid Form must be signed by and on behalf of the Bidder, using any readable medium. The failure of the Bidder to submit and sign the Bid Form and submit Bid Security shall be conclusively treated as a deficiency requiring the rejection of the Bid. The failure to provide an attestation to the signature of the Bidder shall be conclusively treated as an irregularity which, in the diseretion of Owner may be ignored and the Bid accepted, provided that the attestation is submitted after the Bid within three (3) business days of written notice from Owner of the deficiency and of the opportunity to cure. If the Bidder fails to cure within the three (3) days or other period provided, the Bidder shall forfeit its Bid Security, the Bid shall

be rejected as nonresponsive, and the Bidder shall be deemed not a responsible contractor for the next two construction solicitations issued by Owner.

M. The failure to complete the envelope containing the completed Bid Form with the information required by this Paragraph shall be conclusively treated as an irregularity which, in the discretion of Owner may be ignored and the Bid accepted, provided that the omitted information or missing portion of the information is submitted after the Bid within three business (3) days of written notice from Owner of the deficiency and of the opportunity to cure. If the Bidder fails to cure within the three days or other period provided, the Bidder shall forfeit its Bid Security, the Bid shall be rejected as nonresponsive, and the Bidder shall be deemed not a responsible contractor for the next two construction solicitations issued by Owner.

N. Bids may be submitted by sole proprietors, partnerships, corporations, limited liability companies and forms of business organizations that are for the purposes of the Contract a functional equivalent. Each Bidder must complete the Bid Form by entering the information requested, including for example the name of the Bidder, the name of the person signing the Bid, the Bidder's business address with ZIP code, and other information of the type required by sub-subparagraphs to this Subparagraph. With the exception of the failure of the Bidder to sign the Bid Form, the failure to complete the Bid Form with regard to such information shall be conclusively treated as an irregularity which, in the discretion of Owner may be ignored and the Bid accepted, provided that the omitted information or missing portion of the information is submitted after the Bid within three business (3) days of written notice from Owner of the deficiency and of the opportunity to cure. If the Bidder fails to cure within the three days or other period provided, the Bidder shall forfeit its Bid Security, the Bid shall be rejected as nonresponsive, and the Bidder shall be deemed not a responsible contractor for the next two construction solicitations issued by Owner. The failure of the Bidder to sign the Bid Form shall be conclusively treated as a deficiency requiring the rejection of the Bid, and the Owner may award to the next lowest responsible and responsive Bidder.

O. Bids by sole proprietors must be signed by the individual proprietor and witnessed. Any fictitious name or name under which the sole proprietor trades must be stated.

P. Bids by partnerships must furnish the full name of one or more general partners, and must be signed in the partnership name by one or more general partners, followed by a listing of the names of all partners.

Q. Bids by corporations must be signed by the president of the corporation, a vice president of the corporation, or another corporate representative whose authority is established by an attached resolution. The signature of the representative must be witnessed and attested to by a secretary, assistant secretary, treasurer, assistant treasurer, or another corporate representative whose authority is established by an attached resolution. The Bid of a corporation does not require the affixing of the corporate seal. Any corporate resolutions attached to the Bid in order to establish the authority of a corporate representative may be dated as of the date of the Bid, or for a period of no more than one year prior thereto.

R. Bids by a Limited Liability Company or LLC, or equivalent form of business organization, must submit the Operating Agreement or similar documentation, establishing the authority of the representative who executes the Bid and the authority of the representative who attests to the validity of the signature.

S. When requested by the Owner, satisfactory evidence of the authority of the individual signing on behalf of the Bidder or attesting to the signature shall be furnished. The failure to furnish satisfactory evidence of the authority of the individual with three (3) business days, shall be conclusively treated as a deficiency requiring the rejection of the Bid.

T. The Bidder shall insert the Addendums by number in the spaces provided on the Bid Form. The Bidder shall ascertain, prior to submitting a Bid, that the Bidder has received all Bulletins and other Addenda issued. Bidder by the submission of the Bid, acknowledges conclusively that all Addenda properly issued are applicable and operative as a part of the Contract Documents. Failure of any Bidder to receive any Bulletin or Addenda as provided for herein shall not release such Bidder from the obligation of his Bid and the obligation to comply with the provisions of the Addenda. The failure to list one or more of the Addendum numbers on the Bid Form does not make the Bid nonresponsive.

U.(1) As a precondition to the reading and acceptance of any Bid tendered by any corporation not incorporated in the Commonwealth of Pennsylvania, or the Bid of any other form of business organization including but not limited to a sole proprietorship, a limited partnership or a limited liability company not domiciled in the Commonwealth, the corporation, limited liability company, limited partnership or sole proprietorship shall comply with any applicable Commonwealth requirements related to registration.

(2) A corporation not incorporated in the Commonwealth shall provide a Certificate of Authority, or if a Certificate has neither been issued or denied the application for the Certificate, as an attachment to the Bid. This Certificate of Authority shall be issued by the Department of State, Commonwealth of Pennsylvania, pursuant to the provisions of Section 4121 of the Business Corporation Law of 1988 (15 Pa. C.S. § 4121) of the Commonwealth of Pennsylvania.

(3) A foreign limited liability company and a foreign limited liability partnership shall comply with the registration requirements set forth in 15 Pa. C.S. § 8981 and § 8582 respectively.

(4) A Bidder who has adopted any other form of business organization, including but not limited to a sole proprietorship, and is not domiciled in the Commonwealth, shall establish that he has complied with applicable registration requirements or that no such requirements exist under Applicable Laws.

(5) Failure of a corporation, limited liability company, limited partnership or sole proprietorship to attach said proof of registration, or the application, to the Bid shall be conclusively treated as an irregularity which, in the discretion of Owner may be ignored and the Bid accepted, provided that the Certificate of Authority or other proof of registration, or the pending application, is submitted after the Bid within three (3) days of written notice from Owner of the deficiency and of the opportunity to cure. If the Bidder fails to cure within the three days or other period provided, the Bidder shall forfeit the Bid Security, the Bid shall be rejected as nonresponsive, and the Bidder shall be deemed not a responsible contractor for the next two construction solicitations issued by Owner. The failure to provide proof of registration or a pending application upon the issuance by the Owner of the notice of award shall constitute a failure of a condition subsequent and shall be judged as sufficient cause to reject the Bid, and the Owner may award to the next lowest responsible and responsive Bidder.

(6) As of June 2004, the administration of these requirements was through the Pennsylvania Department of State, Corporation Bureau, 206 North Office Building, Harrisburg, PA 17120, telephone (717) 787-1057, facsimile (717) 783-2244.

V. In all instances where an additional period of time is allowed for the submission of additional documents or information, and the Bidder fails to submit in a timely manner the documents or information, the Owner retains the discretion to take one or more of the following actions: (1) reject the Bid, (2) award to the next lowest bidder, and (3) deem the Bidder to be not a responsible contractor for the next two construction solicitations issued by Owner.

1.15 CONTRACT FORMS AND SUBMITTALS

A. Bids and Bid Security, in accordance with the Invitation to Bid and these Instructions to Bidders, must be submitted in an opaque sealed envelope and addressed to:

City of Scranton
Office of Business Administration
340 North Washington Ave.
Scranton , PA 18503
Attn: Mr. David Bulzoni

and shall be marked: "Bid for Proposed City of Scranton Fire Department Facility Improvements"

B. The completed Bid must be accompanied by additional documents, completed as required by the Bidding Documents, including:

1. Bid Security
2. Non-Collusion Affidavit, using the form found in Division 00.
3. Contractor's Qualifications Statement, using the form found in Division 00.
4. Certificate of Authority or its equivalent for an out-of-state Bidder or, if a Certificate has neither been issued or denied, the application for the Certificate
5. Operating Agreement of a Limited Liability Company (LLC), or equivalent form of business organization.

C. The failure of the Bidder to submit with his completed and signed Bid Form and the Bid Security, the other documents listed in this Paragraph 1.15 shall be conclusively treated as an irregularity which, in the discretion of Owner may be ignored and the Bid accepted, provided that the omitted document or missing portion of the document is submitted after the Bid within three (3) days of written notice from Owner of the deficiency and of the opportunity to cure. If the Bidder fails to cure within the three (3) days or other period provided, the Bidder shall forfeit its Bid Security, the Bid shall be rejected as nonresponsive, and the Bidder shall be deemed not a responsible contractor for the next two construction solicitations issued by Owner.

D. In accordance with the Pennsylvania Antibid-Rigging Act, 62 Pa.C.S. § 4501 et seq., the Bidder shall submit with his Bid a Non-Collusion Affidavit.

E. The Bidder shall submit a completed Qualifications Statement, reflecting a good-faith effort at providing complete information in response to the questions therein. No Bidder will be disqualified on the ground of nonresponsiveness unless the effort at completing the form is substantially incomplete or demonstrates bad faith. Before making an award, Owner may require any Bidder, upon at least three (3) days' notice, to present satisfactory evidence, in form specified by the Owner and in addition to the materials provided in the completed Qualifications Statement, of his experience, qualifications, financial ability, and other matters reasonably related to his ability to satisfactorily perform and complete the Work covered by his proposal, or reasonably related to his integrity as a public contractor. An apparent low Bidder shall upon request submit the most recent audited financial statement or, if an audited financial statement is unavailable, a financial statement prepared after a compilation or review, within three (3) days of the Owner's request. Owner may direct that Bidder appear, by designated representatives, at a meeting called to consider Bidder's responsibility as a contractor under applicable law. The Owner reserves the right to request such other information or data as the Owner and its representatives may deem necessary to evaluate the qualifications of the Bidder and to consider such matters, facts and circumstances presented by the Bidder as shall be permitted by Pennsylvania law in making a determination whether the Bidder is a responsible Bidder.

F. An out-of-state Bidder shall submit a Certificate of Authority or its equivalent, or, if a Certificate has neither been issued or denied, the application for the Certificate, in accordance with Subparagraph 1.14.U(2).

G. A Bidder which is a Limited Liability Company (LLC), or equivalent form of business organization, shall comply with the requirements of 1.14.R.

1.16 BID WITHDRAWAL AND TIME ALLOWED FOR MAKING AWARD

A. The Bidder may withdraw his Bid at any time up to the scheduled time for opening of Bids. The withdrawal of a Bid prior to the deadline for bidding may occur only by an official representative of the Bidder. Resubmitted Bids are permitted, provided that the resubmitted Bid meets all the requirements of a Bid under the Contract Documents, including the requirement of submission prior to the bidding deadline. Bids may not be modified after the deadline for submittal.

B. After the deadline for submittal, no Bid may be withdrawn except as permitted by the Bid Withdrawal Act.

C. Bids may not be modified or withdrawn by the Bidder for sixty (60) calendar days following the opening of Bids. However, if award of the Contract is delayed by the required approval of another government agency, the sale of bonds or the award of grants or grant, the Bids may not be withdrawn by the Bidder for a period not to exceed 120 calendar days from the date of bid opening in accordance with Pennsylvania law. The deadline for award and the issuance of a notice of award may be extended by mutual written agreement of the Bidder and Owner.

1.17 AWARD OF CONTRACT

A. The Contract will be awarded in accordance with the provisions of applicable law, to the lowest responsible Bidder provided the Bid complies with the requirements of these Instructions to Bidders and other Contract Documents and is reasonable and provided further that it is in the best interests of the Owner to accept it.

B. The Owner shall have the right to accept Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted on the date of Contract Award.

C. The Owner reserves the right to waive any informality in bids when such waiver is in the interest of the Owner and as may be permitted by these Instructions.

D. The Owner reserves the right to reject any and all bids when such rejection is in the interest of the Owner, and to reject the bid of any Bidder, who in the Owner's judgment, is not in position to perform the Contract. The Owner reserves the right to reject an unbalanced Bid, including a Bid with a Unit Price that unreasonably states the cost to the Bidder of a unit of Work or a Bid with an Alternate that is intended to be selected by the Owner and that is priced in an amount that unreasonably varies from the Alternate's cost to the Bidder.

E. The Resolution of the Owner's City Council, selecting a Bidder as the successful contractor on the Bid, shall constitute (1) notice of the intent to award for the purpose of Paragraph 1.18, and (2) the award for the purpose of the deadline for awarding a contract under the Award and Execution of Contracts Act.

F. Each Bidder agrees to waive any claim it has or may have against the Owner, the Architect, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

1.18 SUBMITTALS REQUIRED POST-AWARD

A. The Owner, during the period allowed and any extensions thereof, in its sole discretion, may after selection of a Bidder issue a notice of intent to award. Any such notice is not a Contract Document. Thereafter, Owner may award a Contract to the Bidder selected by Owner and sign the Owner-Contractor Agreement, provided that the Bidder delivers to the Owner (by delivery to the Architect unless an Owner's notice of intent to award shall designated a different place) within seven (7) days of notice the following:

.1 Executed Agreement (executed in the required number of counterparts) in the form set forth in the Contract Documents.

.2 Performance and Payment Bonds in the form set forth in Contract Documents and in accordance with these Instructions to Bidders.

.3 Insurance Certificates, policies or other evidence of insurance for insurance coverages that the Contractor is required to maintain.

.4 Corporate resolutions showing authorization of representative to sign the Agreement (other than the officials specified in Subparagraph 1.14.Q), and similar documents showing the authorization of a representative of a Limited Liability Company to sign, under Subparagraph 1.14.R).

.5 Other documents and submittals required by the Contract Documents.

Failure of the Bidder to whom notice of intent to award has been given to deliver above items required by the Contract Documents within seven (7) days shall constitute grounds for the Owner to declare the Bidder's Bid Security forfeited and to award to another Bidder, unless .

B. The Owner-Contractor Agreement in final form will be prepared by Owner using the form identified in the Contract Documents.

C. Bidder shall furnish a Performance Bond and a Payment Bond on the forms provided, each in the amount of one hundred percent (100%) of the total amount of the Contract, including Alternates and included Unit Prices, in triplicate, with a Surety Company acceptable to the Owner. At least one (1) copy of the Bonds must be an original. The Attorney-in-Fact who executes the Payment and Performance Bonds on behalf of the Surety Company shall affix to the bonds a certified and current copy of its Power of Attorney, authorizing said Attorney-in-Fact to act on behalf of the Surety. The Surety Company shall be licensed in the Commonwealth of Pennsylvania with an A.M. Best rating of no less than A minus. The Bonds shall be dated, the Power of Attorney must be dated the same day as the Bonds and both the Bonds and Power of Attorney shall have affixed the raised corporate seal of the surety. The Agreement shall be executed by the President or a Vice President of the Corporation and the execution of the Agreement shall be attested to by the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer. If an officer other than one of these enumerated officers signs or attests to the Bond, the Bond shall be accompanied by documentation establishing the authority of the officer to sign or to attest.

D. The Contractor shall deliver said Bonds to the Owner not later than seven (7) days after issuance of the intention to award or notice to proceed and prior to executing the agreement. Failure or neglecting to

deliver said Bonds, as specified, shall be considered as having abandoned the Contract and the Bid Security will be retained as liquidated damages.

E. The insurance certificates submitted must meet the requirements set forth in the General Conditions.

F. After approval of Agreement, Bonds, insurance, and other submittals, the Owner will sign and date the Agreement. Owner shall return to the successful Bidder within a reasonable period of time one (1) original of the dated, executed Agreement.

1.19 OTHER LAWS AND REGULATIONS

A. The Bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances and codes, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they are deemed to be included in the Contract the same as though herein written in full.

B. Federal Occupational Safety and Health Act of 1970 (OSHA)

.1 Attention is directed to the terms, provisions and conditions of the William-Steiger Safety and Health Act of 1970, which is specifically applicable to this Project.

.2 The Contractor agrees to be bound by them and further agrees and promises to conform and comply with the Standards set forth in the Act.

.3 The Contractor is required to promptly perform all reporting and recording, compliance and safety as required by said Act.

C. Pennsylvania Act 287 - Utilities Protection:

The Contractor will be responsible for complying with Pennsylvania Act 287, commonly known as the "Call Before You Dig Act". Excavation or digging Contractors may learn the utilities and authority Owners by calling 1-800-242-1776 statewide prior to excavation work. One call locates utility lines and the utilities are notified.

D. Pennsylvania Prevailing Wage Act 442:

.1 The general prevailing minimum wage rates including contributions for employees benefits as shall have been determined by the Secretary of Labor and Industry which must be paid to the workman employed in the performance of the Contract are included in this Project Manual.

The Contract shall specifically provide that 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), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.

.2 The Contract shall contain the stipulation that such workmen 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 this Section.

.3 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.

.4 The Contractor shall insert in each of their subcontracts all of the stipulations contained in these required provisions and such other stipulations as may be required.

.5 The Contract shall provide that no workmen may be employed on the public work except in the classifications set forth in the decisions of the Secretary of Labor and Industry. In the event that additional or different classifications are necessary the procedure set forth in Section 7 of these Regulations shall be followed.

.6 The Contract shall provide that all workmen employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contractual relations which may be alleged to exist between any contractor, subcontractor and workmen, not less than once a week without deduction or rebate, on any account, whether directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the contract, the Act, or these Regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to any workman on the public work.

.7 The Contract shall provide that the contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary of Labor and Industry, including the effective date of any changes thereof, in a prominent and easily accessible place or places used by them to pay workmen their wages. The posted notices of wage rates must contain the following information:

a. Name of project.
b. Name of public bid of which it is being constructed.
c. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
d. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
e. The statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the contractor and/or subcontractor are not complying with the Act or these Regulations in any manner whatsoever, they may file a protest in writing with the Secretary of Labor and Industry 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 public work project. Any workmen paid less than the rate specified in the contract shall have 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.

.8 The Contract shall provide that the contractor and all subcontractors shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day and the actual hourly rate of wage paid (including employee benefits) to each workman employed by them in connection with the public work and such record must include any deductions from each workman. The record shall be preserved for two years from the date of payment and shall be open at all reasonable bours to the inspection of the public body awarding the contract and to the Secretary of Labor and Industry or his duly authorized representatives.

.9 The Contract shall provide that apprentices shall be limited to such members as shall be in accordance with a bona fide 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 approved July 14, 1961 (Act No. 304) and the Rules and Regulations issued pursuant thereto shall be employed on the public work project. Any workman using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeyman in that particular craft and/or classification.

.10 Wages shall be paid without any deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary of Labor and Industry has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workman.

.11 Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, 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 Act and these Regulations, regardless of the average hourly earnings resulting therefrom.

.12 The Contract shall also provide that each contractor and each subcontractor shall file a notarized statement each week and a final statement at the conclusion of the work on the contract with the Owner, under oath, and in form satisfactory to the Secretary of Labor and Industry, certifying that all workmen have been paid wages in strict conformity with the provisions of the contract as prescribed by this Section 3 of these Regulations, or if any wages remain unpaid to set forth the amount of wages due and owing to each workman respectively. Classification of workman used on the certified payroll form shall exactly match the classifications put forth by the Department of Labor and Industry in their prevailing wage determination for the project.

.13 The provisions of the Act and these Regulations shall be incorporated by reference in the contract.

E. Nondiscrimination.

.1 According to 62 Pa. C.S.A. § 3701, the Contractor agrees that:

a. In the hiring of employees for the performance of work under the contract or any sub-contract, no contractor, sub-contractor, or any person acting on behalf of the contractor or sub-contractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

b. No contractor or sub-contractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.

c. The contract may be canceled or terminated by the government agency, and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.

F. Human Relations Act.

.1 The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employees, employers, employment agencies, labor organizations, Contractors and others. The Contractor shall agree to comply with the provisions of this Act as amended that is made part of the Specifications. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 Pa. Code 349.101.

G. Steel and Steel Products Procurement.

In accordance with Act 3 of the 1978 General Assembly of The Commonwealth of Pennsylvania approved March 3, 1978, and as amended by Act 161 of 1982, and by Act No. 1984 44, if any steel or cast iron products are to be used or supplied in the performance of this Contract only steel or cast iron products produced in the United States as defined therein, shall be used or supplied in the performance of the Contract or any contracts thereunder.

H. Taxes.

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

2. Notwithstanding the foregoing, however, Owner is exempt from sales and/or use tax in Pennsylvania on certain transactions. Contractor and all subcontractors shall comply with the requirements in the General Conditions pertaining to the payment of taxes.

I. Standard of Quality.

The various materials and products specified in the Contract Documents by name or description are given to establish a standard of quality and of cost for bid purpose. Refer to Section 016000 regarding Product Requirements.

J. Asbestos-Free Certification.

The successful Contractor shall certify that "no asbestos containing materials" (ACM) and no "asbestos containing building materials" (ACBM) in this installation.

K. No Drugs or Alcohol on the Project sites.

The performance of Work at the Project sites is governed by the Owner's policies on drug and alcohol free workplaces. Contractor's employees will abide by the same prohibitions as are applicable to the Owner's employees. Any person discovered on site with/or under the influence of any illegal drugs or alcoholic beverages will be told to leave the Project sites by the appropriate Prime Contractor, and shall not be permitted to return. Each Prime Contractor shall be responsible to monitor and enforce this issue with his own employees and those of the subcontractors.

L. No Weapons on the Project sites.

Any person discovered on site possessing a weapon will be told to leave the Project sites by the appropriate Prime Contractor, and shall not be permitted to return. Each Prime Contractor shall be responsible to monitor and enforce this issue with his own employees and subcontractors.

M. Pollution Control - Preservation Of Natural Resources.

.1 In compliance with Act No. 247 of the 1972 Session of General Assembly of the Commonwealth of Pennsylvania, Federal and/or State statutes, rules or regulations dealing with the prevention of environmental pollution and preservation of public natural resources that may affect the Specifications.

The Contractor shall fully comply with the latest revisions of said Acts and shall ensure compliance by all of the Contractor's Subcontractors.

.2 All demolition and construction waste materials and/or rubbish shall be disposed of off the project site. All demolition and construction waste materials and/or rubbish shall be disposed of in accordance with the latest Pennsylvania Solid Waste Laws at an approved facility.

.3 The Architect has obtained from the Pennsylvania Department of Environmental Protection an approved plan for soil erosion control. This plan is to be considered as part of the Contract Documents. The General Contractor shall maintain the plan on the project site at all times and shall be responsible for complying with all laws, regulations and guidelines of the Department.

N. Waiver of Right-to-Know

By submission of a Bid, Successful Bidder agrees to waive all rights provided by Pennsylvania's Right-to-Know Law to secure documents from Owner in connection with any contract awarded to Successful Bidder by Owner. The purpose of this waiver is to protect the interests of Owner in the orderly review any claims or disputes between Owner and Successful Bidder and the orderly and efficient processing of any claim or dispute in accordance with the dispute resolution provision of the Contract with Owner. Bidder further agrees that this waiver applies to any legal person acting on behalf of Successful Bidder, including but not limited to attorneys engaged by Successful Bidder, and his directors, officers, employees, agents, consultants, and representatives. The submission of a Right-to-Know request to secure documents from Owner in connection with any contract awarded to Successful Bidder by Owner that is not withdrawn within three day of receipt of a written request from Owner invoking the provisions of this subparagraph shall subject Successful Bidder to the imposition of liquidated damages in the amount of Ten Thousand Dollars ($10,000.00).

END OF DOCUMENT 002114

ATTACHMENT "A"

Scranton Fire Station Facility Improvements

Request for Information
Pre-bid use only

Bid RFI# _____
To be completed by Architect

To: Highland Associates Architects
Highland Center
102 Highland Avenue
Clarks Summit, PA 18411
Phone: 570-586-4334 Fax: 570-586-5990
E-mail: dmarcinkevich@ha-pa.com

Date: _____

Contractor: _____
Address: _____
Phone: _____ Fax: _____

Request:

Contractor Recommendation:

Response:

Signed: _____
Date: _____

SECTION 008020 – SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from or add to the **"General Conditions of the Contract for Construction" AIA Document A201, 2007 Edition.** Where any Article of General Conditions is modified or any Section, Subsection or clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of the Article, Section, Subsection or clause shall remain in effect. References to a Section number (for example, 1.1 or 1.1.2) are to be understood generally as including all Subsections within the Section (for example, 1.1.2 and 1.1.2.1, respectively). References to a Subsection are to be understood as including the Section.

ARTICLE 1 - GENERAL PROVISIONS

Section 1.1 BASIC DEFINITIONS

Delete the first sentence of Section 1.1.1 in its entirety and, in lieu thereof, substitute the following:

1.1.1 [*Substitute:*] Owner has issued Bidding Documents and Contract Documents for the Project. It is hereby agreed and understood that all Contract Documents are being provided by Owner, and that nothing included therein shall constitute a warranty or representation by Owner's Representative, Architect, their consultants, employees or representatives.

1.1.1.1 [*Add:*] The Bidding Documents consist of the documents identified below:

a. All Addenda issued prior to the Bid
b. Instructions to Bidders
c. Attachments to the Instructions
d. Bid Forms for Construction Contracts – General, Plumbing, HVAC, and Electrical
e. Advertisement for Bid
f. Form of Contractor's Qualifications Statement
g. Form of Non-Collusion Affidavit
h. Bid Bond or Bid Security Form
i. Prevailing Wage Pre-determination
j. Form of Performance Bond
k. Form of Payment Bond
l. All other Contract Documents

1.1.2 [*Add:*] The Contract Documents consist of:

a. Amendments, Construction Change Directives and Change Orders issued subsequently to the execution of the Agreement
b. Agreement between Owner and Contractor
c. Supplementary General Conditions of Contract
d. Conditions of the Contract (AIA Document A201 – 2007)
e. General Requirements (Division 1)
f. Drawings and Specifications for all Contracts
g. Bid Forms (completed)
h. Performance Bond (completed)

i. Payment Bond (completed)
j. Contractor's Qualifications Statement (completed)
k. Certificates of authorization to do business (out-of-state contractors)
l. Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706)
m. Contractor's Affidavit of Release of Liens (AIA Document G706A)
n. Substitution Request Form for Post-Bid Substitutions **[recheck this]**
o. Insurance certificates
p. Notice or Notices to Proceed
q. Other forms and certifications
r. All other Bidding Documents

Delete the last sentence of Section 1.1.1 in its entirety.

Delete the word "contractual" from the fourth sentence before the word "relationship" in Section 1.1.2 and add the following phrase as follows:

1.1.2 [*Add:*] "contractual or otherwise" after the word "kind".

Delete the last sentence of Section 1.1.2 in its entirety.

Add to the following new Subsections 1.1.2.1 through 1.1.2.4:

1.1.2.1 [*Add:*] 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.

1.1.2.2 [*Add:*] It is hereby agreed and understood that all Contract Documents are being provided by Owner, and that nothing included therein shall constitute a warranty or representation by Owner's Representative, Architect or their consultants, employees or representatives.

1.1.2.3 [*Add:*] The Agreement between Owner and Contractor, the Contract Documents or the information supplied to Contractor in connection with this Project, including any deficiency, inconsistency or misrepresentation therein, shall not create any cause of action in favor of or against any third party, including but not limited to Owner's Representative, Architect, another architect or engineer, or a design professional serving in any capacity, or any of their consultants, employees or representatives, whether such action may be for breach of contract, breach of warranty, negligence, misrepresentation or other tort, and specifically including but uot limited to those claims otherwise permitted by the Pennsylvania Supreme Court's decision in the case of Bilt-Rite Contractors, Inc. v. Architectural Studio, 866 A.2d 270 (Pa. 2005). Contractor agrees that any such rights are waived.

1.1.2.4 [*Add:*] Except when Contractor is required to pursue a claim directly against another Contractor as directed elsewhere in the Contract Documents or its own subcontractors, Contractor agrees that any and all claims, disputes or legal actions filed or pursued by Contractor in connection with this contract, the Contract Documents or the Project, shall be filed or pursued only against the named Owner of the Project under the claims procedures set forth in this Agreement, that any claims or causes of action are hereby waived, and that no claims or legal actions may be filed or pursued against Owner's administrators, officials, directors, their employees, representatives, or Owner's Representative, Architect, another architect or engineer, or a design professional serving

in any capacity, or any of their consultants, or their employees or representatives, including but not limited to those claims otherwise permitted by the Pennsylvania Supreme Court's decision in the case of Bilt-Rite Contractors, Inc. v. Architectural Studio, 866 A.2d 270 (Pa. 2005). Contractor agrees that this Subsection shall survive termination of this Contract. Contractor also agrees that this Subsection shall be binding whether or not Contractor claims a breach of this Contract, prior to, during, or after its execution, and that this Subsection shall apply to any and all claims including breach of contract, breach of warranty, negligence, misrepresentation or other tort, or otherwise.

Add the following language to the end of the first sentence of Section 1.1.3:

1.1.3 [*Add:*] . . . including any Subcontractor's labor, materials, equipment, and services, and those of material suppliers or any other entity for whom Contractor is responsible and whether on or off the site of the Project.

Add the following to the end of Section 1.1.5:

1.1.5 [*Add:*] . . . and shop drawings.

Delete Section 1.1.8 in its entirety and, in lieu thereof, substitute the following new Sections 1.1.8 through 1.1.15 as follows:

1.1.8 [*Add:*] The term, "Lead Contractor" means Contractor designated by Owner to schedule and coordinate the Project, and resolve conflicts in the coordination, scheduling, durations, sequences, and means and methods ("coordination decisions") of or for the Work by making final construction decisions when the Prime Contractors directly involved cannot resolve the dispute between or among themselves. The General Contractor is designated as Lead Contractor for the Project.

1.1.9 [*Add:*] The term "product" includes materials, systems and equipment.

1.1.10 [*Add:*] The term "provide" includes furnishing and installing a product, complete in place, operating, tested and approved.

1.1.11 [*Add:*] The term "building code" and the term "code" refer to regulations of governmental agencies having jurisdiction.

1.1.12 [*Add:*] The terms "approved", "required" and "as directed" refer to and indicate the work or materials that may be approved, required or directed by Architect acting as the agent of Owner.

1.1.13 [*Add:*] The term "similar" means in its general sense and not necessarily identical.

1.1.14 [*Add:*] The terms "shown", "indicated", "detailed", "noted", "scheduled" and terms of similar import refer to requirements contained in the Contract Documents.

1.1.15 [*Add:*] The term, "Subcontractor" includes subcontractors to the Prime Contractors, and sub-subcontractors at all levels and all material and equipment suppliers.

Section 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add new Sections 1.2.4 through 1.2.7 as follows:

1.2.4 [*Add:*] Computed dimensions shall take precedence over scale dimensions, and large scale drawings shall take precedence over small scale drawings.

1.2.5 [*Add:*] Anything shown on the Drawings and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Drawings shall have the same effect as if shown or mentioned respectively in both. Any Work shown on one Drawing shall be construed to be shown in all Drawings, and Contractor shall coordinate the Work and Drawings to conform to the requirements of the Contract Documents.

1.2.6 [*Add:*] In the event of an inconsistency between the Specifications and Drawings, the interpretation as determined by Architect shall prevail; as between large scale drawings and small scale drawings, the large scale shall take precedence. Specifications having greater detail or specificity take priority over specifications of lesser detail or specificity, and detail takes precedence over General Drawings.

1.2.7 [*Add:*] If any portion of the Contract Documents shall be in conflict with any other portion after the application of the rules of interpretation set forth in this Section 1.2, the various documents comprising the Contract Documents as set forth in Section 1.1.2 of these Supplementary Conditions shall govern in the order and sequence listed therein.

Section 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

Add to Section 1.5.2 as follows:

1.5.2 [*Add:*] Reproduction of the material herein or substantial use without written permission of Highland Associates violates the copyright laws of the United States.

Section 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

Add to Section 1.6 as follows:

1.6.2 [*Add:*] or as otherwise may be agreed.

ARTICLE 2 - OWNER

Section 2.1 GENERAL

Change the first part of the first sentence of Section 2.1.1 the identify Owner as follows:

2.1.1 [*Change:*]

Owner
City of Scranton
c/o Office of Business Administration
340 North Washington Ave.
Scranton , PA 18503

Delete the second sentence of Section 2.1.1 and substitute, in lieu thereof, the following:

2.1.1 [*Substitute:*] Owner's Representative for the Project will be identified by Owner in writing following the award of Bids. Owner's Representative has the authority provided by appropriate action of the City Council and as set forth herein. The identity of Owner's Representative may be changed by written notice.

Delete Section 2.1.2 in its entirety.

Section 2.2 INFORMATION AND SERVICES REQUIRED OF OWNER

Delete Section 2.2.1 in its entirety.

Delete Section 2.2.2 in its entirety and, in lieu thereof, substitute the following:

2.2.2 [*Substitute:*] Owner shall pay for the General Building Permit. If the funds to pay the General Building Permit are advanced by the General Contractor, the cost of the Permit shall be submitted with the General Contractor's next payment application, without markup. All other permits and licenses necessary to perform the Work shall be paid for by the appropriate Contractor.

Delete Section 2.2.3 in its entirety and, in lieu thereof, substitute the following:

2.2.3 [*Substitute:*] Contractor shall be responsible to verify the accuracy of the site's physical characteristics, legal limitations and utility locations and bring to the attention of Owner and Architect any discrepancies discovered that may affect the Work.

Delete Section 2.2.5 in its entirety and, in lieu thereof, substitute the following:

2.2.5 *[Substitute:]* The Prime Contractors with whom Owner shall enter into a contract shall be entitled to receive six (6) sets of drawings and specifications without charge. Documents in usable condition returned by unsuccessful bidders will be furnished upon request without cost except for handling and delivery. Additional drawings and specifications may be purchased from Architect at a rate of $2.00 per drawing sheet and $.25 per specification page. The six (6) sets of drawings and specifications referred to above shall not include the set purchased during bidding.

Section 2.3 OWNER'S RIGHT TO STOP THE WORK

2.3 Delete the word, "repeatedly" from the first sentence and the words, "except to the extent required by Section 6.1.3."

Add the following text to the end of Section 2.3.1:

2.3.1 [*Add:*] This right shall be in addition to and not in restriction of or derogation of Owner's rights under Article 14 hereof. The Owner's right to stop the Work shall not relieve Contractor of its responsibilities and obligations under or pursuant to the Contract Documents.

Section 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

Delete Section 2.4.1 in its entirety and, in lieu thereof, substitute the following:

2.4.1 [*Substitute:*] If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from Owner to commence and continue correction of such default or neglect with diligence and promptness, Owner may, without prejudice to other remedies, correct such deficiencies immediately. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the any additional services by Architect or others made necessary by such default, neglect or failure. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to Owner.

Add new Section 2.5 as follows:

Section 2.5 OWNER'S REPRESENTATIVE **[recheck. 2.5 being reviewed by Dave B.]**

Add new Section 2.5.1 and Subsections 2.5.1.1 through 2.5.10.8 as follows:

2.5.1 [*Add:*] Owner's Representative during construction is Owner's designated and authorized representative to act on its behalf and, among other things, to stop work for, including, but not limited to, unsatisfactory field test results, deficient materials, equipment or systems, deficient work or unsatisfactory installations. The following is a description of actions that may be undertaken by Owner's Representative and how Owner's Representative is to interact with Architect and Contractors. Owner's Representative shall assist Owner in observing performance of the Work of Contractors. Owner's Representative shall endeavor to provide further protection for Owner against defects and deficiencies in the Work of Contractors; Owner's Representative is not however responsible for construction means, methods, techniques, sequences or procedures for safety precautions or programs, or responsibility for Contractor's failure to perform the Work in accordance with the Contract Documents and in particular the specific limitations set forth in this Agreement are applicable. The duties and responsibilities of Owner's Representative are plenary and include the following:

2.5.1.1 [*Add:*] Owner's Representative is an employee of the Owner and may delegate to other employees orally or in writing the activities set forth herein or may convene a group of employees as may be required to consider issues presented.

2.5.1.2 [*Add:*] Owner's Representative is Owner's agent at the site and will act on behalf of Owner and will confer with Architect and Contractors as may be required. Owner's Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.

2.5.1.3 [*Add:*] Schedules: Review the progress schedule, schedule of shop drawing submittals and schedules of value prepared by Contractors and consult with Architect and Owner concerning acceptability. Monitor Contractor's prepared critical path method (CPM) schedule and Contractor's progress and conformance with project completion dates, pursuant to the CPM schedule criteria.

2.5.1.4 [*Add:*] Conferences and Meetings: Attend meetings with Architect and Contractors, such as Pre-Construction Conferences, Progress Meetings, Job Conferences, and other project-related meetings.

2.5.1.5 [*Add:*] Liaison: Service as Owner's liaison with Contractors, and assist in understanding the intent of the Contract Documents; assist Architect and Owner in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.

2.5.1.6 [*Add:*] Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

2.5.2 [*Add:*] Shop Drawings and Samples:

2.5.2.1 [*Add:*] Monitor the recording of the date of receipt of Shop Drawings and samples.

2.5.2.2 [*Add:*] Monitor the receipt of samples which are furnished at the site by Contractor, and notify Architect and Owner of availability of samples for examination.

2.5.2.3 [*Add:*] Monitor the Architect's oversight of the commencement of any Work requiring a Shop Drawing sample or if the submittal has not been approved by Architect and Owner.

2.5.3 [*Add:*] Review of Work, Rejection of Defective Work, Inspections and Tests:

2.5.3.1 [*Add:*] Conduct limited on-site observation of Work in progress to assist Architect in determining if the Work is in general, proceeding in accordance with the Contract Documents.

2.5.3.2 [*Add:*] Report to Architect whenever it is believed that any Work is unsatisfactory, faulty, or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made. Owner's Representative shall be officially designated to act on Owner's behalf as its authorized representative to exercise Owner's right to stop and/or suspend work or reject materials, equipment and systems or other non-conforming, deficient, incomplete and unacceptable Work in complete accordance with AIA General Conditions, Article 2.3, provided in the Contract Documents.

2.5.3.3 [*Add:*] Monitor the verification that all tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record, and report to Architect and Owner.

2.5.4 [*Add:*] Interpretation of the Contract Documents: After consultation with Architect and others as may be appropriate, clarify and interpret the Contract Documents are needed and transmit to Contractor, clarifications and interpretations.

2.5.5 [*Add:*] Modifications: Consider and evaluate Contractor's suggestions for modifications on Drawings or Specifications and discuss same with Architect.

2.5.6 [*Add:*] Records. In accordance with Sections 2.5.6.1 through 2.5.10.4, assure that Architect provides the following services:

2.5.6.1 [*Add:*] Maintain orderly files for correspondence, reports of Job Conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

2.5.6.2 [*Add:*] Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures and send copies to Architect and Owner.

2.5.6.3 [*Add:*] Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

2.5.6 [*Add:*] Reports:

2.5.6.1 [*Add:*] Furnish Owner with periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

2.5.6.2 [*Add:*] Consult with Owner in advance of scheduled major tests, inspections or start of important phases of the Work.

2.5.6.3 [*Add:*] Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Architect and Owner Change Orders, Work Directive Changes, and Field Orders.

2.5.6.4 [*Add:*] Report immediately to Owner upon the occurrence of any accident.

2.5.7 [*Add:*] Payment Requests: Review applications for payment with Contractor for compliance with the established procedures for their submission and forward with recommendations to Owner, noting particularly the relationship of the payments requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

2.5.8 [*Add:*] Certificates, Maintenance, and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Owner prior to final payment for the Work.

2.5.9 [*Add:*] Completion:

2.5.9.1 [*Add:*] Before a Certificate of Substantial Completion is issued, submit to Contractor a list of observed items requiring completion or correction.

2.5.9.2 [*Add:*] Conduct a final inspection in the company of Owner and Contractor and prepare a final list of items to be completed or corrected.

2.5.9.3 [*Add:*] Observe that all items on final list have been competed or corrected and make recommendations to Owner concerning acceptance.

2.5.10 [*Add:*] Owner's Representative - Limitations of Authority:

2.5.10.1 [*Add:*] Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized.

2.5.10.2[*Add:*] Shall not undertake or limit any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent.

2.5.10.3[*Add:*] Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

2.5.10.4[*Add:*] Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

ARTICLE 3 - CONTRACTOR

Section 3.1 GENERAL

Delete the first sentence of Section 3.1.1 in its entirety and, in lieu thereof, substitute the following:

3.1.1 [*Substitute:*] Contractor is a person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. Unless the context otherwise requires, the term, "Contractor" refers to each Prime Contractor and the General Contractor, designated as Lead Contractor for the Project.

Section 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Add the following at the end of Section 3.2.1:

3.2.1 [*Add:*] Any errors, inconsistencies, or omissions discovered by Contractor shall be reported promptly to Architect using the Request for Information Form or other writing. Contractor shall be liable to Owner for its damages and costs, and shall not recover damages or costs Contractor incurs, attributable to or resulting from errors, inconsistencies or omissions in the Contract Documents, where Contractor, having recognized such error, inconsistency or omission, failed to report it to Architect in a timely manner.

Add the following new Section 3.2.1.1:

3.2.1.1 [*Add:*] Contractor shall review the drawings and Work of other separate prime contracts to determine if that Work affects Contractor's planned Work and also to assist in the coordination and scheduling of all Work.

Delete from Section 3.2.2, the language, "as well as the information furnished by Owner pursuant to Section 2.2.3."

Delete Section 3.2.4 in its entirety.

Add Sections 3.2.5 through 3.2.7 as follows:

3.2.5 [*Add:*] Owner shall be entitled to deduct from the Contract Sum amounts paid to Architect for Architect to evaluate and respond to Contractor's Requests for Information,

where such information was available to Contractor from a reasonable study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or existing Project correspondence or documentation.

3.2.6 [*Add:*] Contractor shall give Architect timely notice of any additional design drawings, specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the Work. Contractor shall not proceed with any Work not clearly and consistently defined in detail in the Contract Documents, special requests, additional drawings or instructions from Architect. If Contractor proceeds with such Work without obtaining further drawings or instruction, Contractor shall correct Work incorrectly done at its own expense.

3.2.7 [*Add:*] Existing Conditions: Reference is made to the information made available by Owner and Architect. This information was utilized by Architect in preparation of the Contract Documents. Contractor may rely upon the accuracy of the factual information contained in such materials, but not for the completeness thereof for Contractor's purposes. Except as indicated elsewhere in these Contract Documents, Contractor shall have full responsibility with respect to physical conditions in or relating to such conditions.

Section 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Delete the following words from the second sentence of Section 3.3.1:

3.3.1 [*Delete:*] "...unless Contract Documents give other specific instruction concerning these matters."

Add the following language to first sentence of Section 3.2.2, after the words, "to Owner"

3.3.2 [*Add:*] "and to other Prime Contractors"

Add the following language to the end of Section 3.3.2:

3.3.2 [*Add:*] ...or claiming by, through or under Contractor and for any damages, losses, costs and expenses resulting from such acts or omissions.

Add the following new Subsection 3.3.2.1 as follows:

3.3.2.1 [*Add:*] If any failure by Contractor to comply with the Contract Documents or to maintain an approved project schedule causes any damage or cost to Owner, then Contractor shall indemnify and hold harmless Owner for any such damage or cost. Such damage or cost to Owner shall include any payment by Owner to others or liability of Owner to others resulting from such failure by Contractor, including but not limited to: (1) any payment or liability arising from change orders, claims, arbitration or litigation; or (2) any payment or liability for fees or costs to Owner's Representative, Architect, consultants, experts and attorneys.

Add the following new Sections 3.3.4 through 3.3.9:

3.3.4 [*Add:*] The General Contractor is designated as Lead Contractor for this Project. Each Prime Contractor shall coordinate its construction activities with those of other Prime

Contractors. Lead Contractor is responsible for making all coordination decisions not mutually agreed to by the affected Prime Contractors. Disputes between Lead Contractor and one or more other Prime Contractors and disputes between two or more Prime Contractors pertaining to the creation, application, and modification of the project schedule, interferences and delays claimed by Contractor against another Prime Contractor, default in any of the obligations of another Prime Contractor that delays, interferes or otherwise harms Contractor, the furnishing of additional resources to meet the project schedule, job coordination and all aspects of the coordination, scheduling, durations, sequences, and means and methods of construction ("coordination decisions") shall be submitted in writing promptly to Lead Contractor for a final construction decision. Contractor may request that a final construction decision be rendered and confirmed in writing. The final construction decision of Lead Contractor, whether provided verbally or in writing, shall be consistent with the content and intent of the Contract Documents. The final construction decision of Lead Contractor shall be observed, accepted and fully followed by Lead Contractor and all Prime Contractors and their subcontractors and sub-subcontractors on the Project, subject only to the commencement of the proceeding at the request of a Contractor and the commencement of an arbitration proceeding between affected Contractors under Section 15.5. The progress of the Work in accordance with the final construction decision of Lead Contractor shall not be delayed pending any such arbitration proceeding.

3.3.4.1 [*Add:*] In the event of a dispute between or among Contractors that results in the issuance of a final construction decision by Lead Contractor, or a dispute between or among Contractors that should have been submitted to Lead Contractor but was not, Contractor's sole and exclusive remedy for any and all disputes is the commencement of common-law arbitration under Section 15.5 against the other Contractor or Contractors, pursuant to the provisions of applicable law. A claim asserted between or among Contractors, and any claim that should have been asserted hereunder, must be brought within a reasonable period of time and in any event within six (6) months of Substantial Completion of the Work of Contractor bringing the claim. The damage remedy in such arbitration proceedings hereby provided in favor of Contractor shall be exclusive remedy for these and all other disputes that are or should be between and among Contractors. Contractor, including Lead Contractor, shall have no right of action against Owner, Architect, or Owner's Representative in connection with such disputes. Contractors may compel the initiation of the arbitration proceedings by a judicial action in accordance with applicable law and the provisions of Section 15.5. In any arbitration proceeding conducted, the losing party shall pay the costs of arbitration and reasonable attorneys' fees.

3.3.4.2 [*Add:*] In the event of a dispute that is not of the kind described in Sections 3.3.4 and Subsection 3.3.4.1, and where instead the dispute concerns compliance with the Drawings and Specifications for the Project and is therefore between Contractor and Owner, whether or not the dispute results in the issuance of a final construction decision by Lead Contractor or in the issuance of a direction from Architect, Contractor's sole and exclusive remedy for all claims is use of and resort to the provisions of Section 15.5. The remedies provided therein against Owner in connection with actions by Contractor shall be exclusive. Contractor shall have no right of action against Owner's Representative or Architect in connection with any such dispute.

3.3.5 [*Add:*] Refer to Division 1 Sections 011200 "Multiple Contract Summary" and 013200 "Construction Progress Documentation" for detailed requirements regarding coordination

of multiple prime contracts. The requirements of Division 1 are subordinate to the requirements of these General and Supplementary Conditions.

3.3.6 [*Add:*] Contractor's supervision of Work shall include expediting and coordination of the activities of the trades. Contractor shall perform all supervising and procuring required to insure delivery of materials to maintain work schedules of sub-contractors and progress schedule of project to insure full completion of Work, to supply equipment or instruments necessary to complete specified test, checks, balancing of system, to furnish operating instructions, and to otherwise complete the obligations set forth in the Contract Documents.

3.3.7 [*Add:*] Contractor, its employees or its Subcontractors shall not install any product or equipment in a manner which is in direct conflict with the manufacturer's recommended requirements. If the manufacturer of the product or equipment has requirements which cannot be met by the specific application indicated, Contractor shall bring this information to the attention of Architect. Products or equipment installed contrary to their manufacturer's requirements shall be replaced at no additional cost to Owner unless specifically authorized in writing by Architect.

3.3.8 [*Add:*] The Project involves mechanical, electrical and general construction installations. Contractor's representatives shall be sufficiently familiar with these trades to provide intelligent and efficient supervision, coordination and scheduling through all phases of Work.

3.3.9 [*Add:*] Contractor shall give Owner 48 hours' notice of any activity at a Project site that will impede or cause the discontinuation of operations, cause the loss of power, water, or proper heating and ventilation, or otherwise require the premises to be vacated. This notice is necessary in order to permit the Owner to relocate public safety operations to another facility. The Contractor shall schedule its work so that the public safety operations at no more than two sites have been discontinued and are not operational at any one time.

Section 3.4 LABOR AND MATERIALS

Delete from Section 3.4.2 the language, "Sections 3.12.8 and 7.4" and substitute, "Section 3.12.8"

Add the following Subsection to the end of Section 3.4.3:

3.4.3.1 [*Add:*] Owner encourages but does not require that laborers and mechanics employed be residents of the City where the Project is located.

Add the following new Sections 3.4.4 through 3.4.8:

3.4.4 [*Add:*] Substitutions may be considered from the lowest responsible Bidder of each Contract for a period of sixty (60) days after a Notice of Intent to Award Contracts is issued. Bids shall be based on the items specified. Substitutions may only be considered when requested by the successful Prime Contractor. It is the responsibility of the successful Prime Contractor to determine the equality of a proposed substitution. Substitution requests by manufacturers' representatives or product suppliers shall not be considered unless submitted through the successful Prime Contractor. Refer to Division 1, Section 016000 for additional requirements regarding substitutions.

3.4.5 [*Add:*] Substitute Work offered and accepted shall not be a basis for contingent extra charges or additional charges due to changes in related Work, such as rough-in, changes in supporting foundations, and other related Work.

3.4.6 [*Add:*] Contractor shall assume full responsibility for adequacy of substitute Work.

3.4.7 [*Add:*] Owner shall be entitled to deduct from the Contract Sum amounts paid to Architect to evaluate Contractor's proposed substitutions and to make agreed-upon changes in the Drawings and Specifications made necessary by Owner's acceptance of such substitutions.

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

Section 3.5 WARRANTY

Delete the following words from the first sentence of Section 3.5.1:

3.5.1 [*Delete:*] "not inherent in the quality required or permitted".

Delete the word "may" from the third sentence of Section 3.5.1 and substitute the word as follows:

3.5.1 [*Substitute:*] "shall"

Add the following new sentence to the end of Section 3.5.1:

3.5.1 [*Add:*] Contractor shall protect both new Work and existing conditions which may be susceptible to damage or abuse during the period of construction.

Add new Section 3.5.2 as follows:

3.5.2 [*Add:*] The minimum Warranty period, as defined above, shall be one (1) year from date of substantial completion. This warranty shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

Section 3.6 TAXES

Add a new Section 3.6.2 as follows:

3.6.2 [*Add:*] Contractor is aware of Owner's tax-exempt status in relation to this Project and the requirements of applicable laws related to certain limited exemptions from the application of sales taxes. Contractor has the obligation to determine the extent to which its Work is subject to sales tax by the Commonwealth of Pennsylvania, and to make all payments of sales tax that are due.

Section 3.7 PERMITS, FEES AND NOTICES

Delete Section 3.7.1 in its entirety and, in lieu thereof, substitute the following:

3.7.1 [*Substitute:*] General Construction or Building Permit, which is to be excluded from the Bids, shall be paid for by Owner directly or as a reimbursable item in the pay applications of Contractor awarded the Contract for General Construction, without markup. This permit shall be arranged for and paid by Owner or Architect acting on Owner's behalf, but shall be the responsibility of the General Construction Contractor to obtain.

Add new Section 3.7.2 as follows:

3.7.2 [*Add:*] Each Contractor shall submit, with no markup, the cost of any permits or inspection fees required by applicable law for Contractor's performance of Work on the Project. Owner shall reimburse Contractor, by Change Order with no markup, for fees paid to the municipal authorities having jurisdiction. Contractor shall secure and arrange for all necessary utility connections and municipal or agency approvals or permits required for the Project.

Delete Section 3.7.4 in its entirety and, in lieu thereof, substitute the following:

3.7.4 Refer to Section 1.09 in the Instructions to Bidders.

Delete Section 3.7.5 in its entirety

Section 3.8 ALLOWANCES

Add to the end of Section 3.8.2 the following Subsection 3.8.2.1:

3.8.2.1 Refer to Section 012100 of Division 1.

Section 3.9 SUPERINTENDENT

Delete the last sentence from Section 3.9.2.

Add new Sections 3.9.4 and 3.9.5 as follows:

3.9.4 [*Add:*] If Owner has in its sole discretion objections to any superintendent or assistant, Contractor shall submit a substitute to whom Owner or Architect has no reasonable objection. No increase in the Contract Sum or Contract Time shall be allowed for any such substitution.

3.9.5 [*Add:*] Contractor shall not replace its superintendent without the written consent of Owner unless the superintendent is no longer employed by Contractor.

Section 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

Delete Section 3.10 in its entirety and substitute the following:

3.10.1 [*Add:*] General Requirements.

3.10.1.1 [*Add:*] The Work under the Contract Documents shall be planned, scheduled, executed, reported and accomplished using a CPM scheduling methodology. The provisions of the General Requirements, the obligations set forth in this Section 3.10, and the directions

and final construction decisions of Lead Contractor are to be followed by Contractor in scheduling its construction activities. The scheduling services of Lead Contractor are part of its contract with Owner, but nothing herein relieves the obligations of Contractor and other Prime Contractors to schedule their own construction activities and nothing herein alters the obligation of Lead Contractor to resolve all supervision, coordination and scheduling issues between and among Contractor and other Prime Contractors.

3.10.1.2 [*Add:*] The primary objectives of the requirements of this Section 3.10 are: (1) to insure adequate planning and execution of the Work by Contractor by having a schedule of construction activities for all the Prime Contractors and their Subcontractors in final form within ten (10) days of the Notice to Proceed; (2) to assist Lead Contractor, Architect and Owner in evaluating progress of the Work; (3) to provide for optimum coordination by Contractor of its trades and Subcontractors, and of its Work with the work activities or services provided by other Prime Contractors, all under the direction and supervision of Lead Contractor; (4) to permit the timely prediction or detection of events or occurrences which may affect the timely prosecution of the Work; and (5) to provide a mechanism or tool for use by Lead Contractor and Contractor in monitoring any actions of any Contractor which may be required to comply with the requirements of the Contract Documents relating to the completion of the various portions of the Work by the Substantial and Final Completion dates specified in the Contract Documents.

3.10.1.3 [*Add:*] Contractor is responsible for determining the sequence and logic of Work activities, the time estimates of the detailed construction activities and the means, methods, techniques and procedures to be employed with regard to its portion of the Work. The Construction Schedule shall represent Contractor's best judgment of how Contractor shall prosecute the Work in compliance with the requirements of the Contract Documents. Contractor shall ensure that the Construction Schedule is current and accurate and is properly and timely monitored, updated and revised as Project conditions and the Contract Documents may require, and as may be directed by Lead Contractor. Solely at the election and in the discretion of Owner, Owner's Representative may assume such duties required of Lead Contractor in this Section 3.10 as may be in Owner's best interests. Owner's Representative shall, in such circumstances notify Lead Contractor and other Prime Contractors in writing as to which duties are being assumed. Only written direction from Owner's Representative constitutes assumption of duties of Lead Contractor, and the duties assumed are only those set forth in the written notice.

3.10.1.4 [*Add:*] Contractor shall consult with its major Subcontractors relating to the preparation of its construction plan and Construction Schedule. Major Subcontractors shall receive copies of those portions of Contractor's Construction Schedule which relate to their Work and shall be continually advised of any updates or revisions to the Construction Schedule as the Work progresses. When Contractor submits its Construction Schedule to Lead Contractor or makes any proposed updates or revisions to such Schedule, it shall be concluded by Owner and Lead Contractor that Contractor has consulted with and has the concurrence of its major Subcontractors. Contractor shall be solely responsible for ensuring that all Subcontractors comply with the requirements of the Construction Schedule for their portions of the Work.

3.10.1.5 [*Add:*] Contractor shall provide the basic data as required by Lead Contractor and by the set forth in General Requirements Division 1, relating to Work activities, durations and sequences as part of Contractor's draft of the Construction Schedule. This data shall reflect Contractor's actual construction plan for the Project, and shall fully comply with all requirements of the Contract Documents.

3.10.1.6 [*Add:*] Lead Contractor shall provide, at no cost to Contractor, the drafting and other preparation of Contractor's data for Contractor's initial Construction Schedule, in accordance with the requirements of the Contract Documents. Contractor shall submit its data in a form or format acceptable to Lead Contractor.

3.10.1.7 [*Add:*] To carry out the intent of this Section 3.10, Contractor agrees that the orientation session, the provision of drafting and computerization services by Lead Contractor, and the reasonable exercise of any rights under this Section 3.10 by Lead Contractor, or Owner shall not be grounds for any claim against Owner, Lead Contractor or any representative of Owner by Contractor or any of its Subcontractors or Sub-Subcontractors, alleging interference, lack of cooperation, delay, disruption, harassment, negligence or hindrance by Owner or Lead Contractor, and Contractor covenants not to sue therefor.

3.10.1.8 [*Add:*] It is understood and agreed that the Construction Schedule is to represent Contractor's best plan and estimate for the Work; however, Contractor acknowledges that the Construction Schedule may have to be revised from time-to-time as the Project proceeds. Contractor further acknowledges and agrees that Owner, Owner's Representative, and Lead Contractor do not guarantee that: (1) Contractor can start work activities on the particular dates set forth in the initial schedule or as same may be updated or revised; (2) Contractor can proceed at all times in the sequence established by the Construction Schedule, or that Contractor can rely upon the utilization of only the resources and manpower Contractor initially plans for the performance of the Work; (3) Contractor's Construction Schedule shall not have to be modified in order to obtain the agreement of any Prime Contractors to the schedule; or (4) Contractor's Construction Schedule shall not have to be modified or changed by direction of Lead Contractor as provided in this Section 3.10. Any changes, modifications or adjustments made by Contractor to the Construction Schedule shall be in full compliance with all requirements of the Contract Documents.

3.10.1.9 [*Add:*] Contractor acknowledges and agrees that the schedule for its construction activities and the Construction Schedule itself must be flexible in order to accommodate and allow for its coordination with the construction activities of the other Prime Contractors.

3.10.1.10 [*Add:*] Review by Owner, Owner's Representative or Lead Contractor of the Construction Schedule or any other schedule or plan of construction of Contractor, does not constitute an agreement by Owner, Owner's Representative or Lead Contractor of any start or finish date in the schedule or specific durations or sequences for work activities of Contractor; further, nothing herein shall be construed as modifying or changing, or excusing the performance of Contractor of required portions of the Work by the Substantial and Final Completion dates as set forth in the Contract Documents.

3.10.1.11 [*Add:*] The dates for Substantial and Final Completion set forth in the Contract Documents represent only the major items of Work and may include interface dates with the construction activities of the other Prime Contractors or others. The dates for Substantial and Final Completion are Contract requirements and are of the essence to the Contract Documents and to the coordination of the Work by Contractor. The dates for Substantial and Final Completion represent the latest allowable completion time for those portions of the Work to which each date relates. The dates for Substantial and Final Completion are not intended to be a complete listing of all Work under the Contract

Documents or of all interfaces with Work activities performed by other Prime Contractors or others. Contractor shall determine the time requirements for all such interfaces and shall be responsible for planning, scheduling and coordinating the Work in order to complete in accordance with those requirements.

3.10.1.12 [*Add:*] Review by Lead Contractor and Owner's Representative of Contractor's Construction Schedule, or any revisions or updates thereto, are advisory only and shall not relieve Contractor of the responsibility for accomplishing each portion of the Work within each and every applicable Completion Date. Omissions and errors in the accepted Construction Schedule, or any revisions or updates shall not excuse performance which is not in compliance with the Contract Documents. Review by Lead Contractor does not make Owner, Lead Contractor, Owner's Representative or Architect liable to Contractor for time or cost overruns flowing from such omissions or errors.

3.10.1.13 [*Add:*] Should Contractor intend or plan to complete the Work, or any portion thereof, earlier than any applicable Completion Date or the Contract Time, Contractor shall give timely and reasonable written notice of this fact to Lead Contractor and Owner's Representative. Lead Contractor shall have the discretion to agree to or reject such early completion plan by Contractor, subject to the rights of Contractor to arbitration. Lead Contractor shall have no duty or obligation to agree to, or to cooperate with Contractor regarding any early completion plan or proposal by Contractor and shall not be liable for any damages of Contractor because of the rejection by Lead Contractor of said plan.

3.10.1.14 [*Add:*] Unless otherwise specifically provided in the Contract Documents, and in particular the General Requirements, Contractor acknowledges that Owner, Owner's Representative and Architect have contemplated in their planning and in any preliminary schedule that may have been prepared and made available to the Bidders, and in their budgeting for professional services, that the Work shall be performed on a 5-day work week basis, utilizing a single 8-hour shift per day. Owner and Lead Contractor shall have the sole discretion of approving or rejecting a variance in the work week, number of shifts, or shift length. Unless otherwise agreed by Owner or Owner's Representative, Contractor shall bear the cost of, and pay Owner, for additional staff and supervisory personnel and inspectors of any public authority having jurisdiction of the Work, necessary to support any variance in the contemplated work week, number of shifts or shift length.

3.10.1.15 [*Add:*] In all respects, Lead Contractor shall cooperate with Owner's Representative in the performance of all duties described in the Contract Documents and in particular in the exercise of Owner's Representative's assumption of any duties under Section 3.10.

3.10.1.16 [*Add:*] Any scheduling services of Owner's Representative actually provided in the event of a written assumption of some or all of the duties of Lead Contractor are part of its contract with Owner, but nothing herein relieves the obligations of Lead Contractor and other Prime Contractors to schedule and coordinate their own construction activities.

3.10.1.17 [*Add:*] If Lead Contractor or other Prime Contractors do not comply with all the above requirements and time lines, Owner reserves the right to deduct $500.00 from the Contract amount for each day that Contractor does not comply. Owner may also proceed with enforcing other requirements of the Contract Documents.

3.10.2 [*Add:*] Post Award Activities.

3.10.2.1 [*Add:*] Upon receipt by Contractor of the Notice to Proceed, and until the Construction Schedule is completed by Lead Contractor, Contractor and other Prime Contractors and completely and finally reviewed by Lead Contractor, Contractor shall do the following.

3.10.2.1.1 [*Add:*] [Not used in these Supplementary Conditions]

3.10.2.1.2 [*Add:*] Contractor shall meet with Lead Contractor and Owner's Representative and complete a Final Construction Schedule governing the Work within ten (10) days of the issuance of the Notice to Proceed.

3.10.2.2 [*Add:*] Orientation Session: Contractor shall, upon the issuance of the Notice to Proceed by Owner, attend an orientation session relating to the requirements pertaining to schedules and reports for the Project. This orientation meeting is designed to assist Contractor in planning its Work and in developing its Construction Schedule. This session shall be held within ten (10) days after the issuance of the Notice to Proceed and shall he conducted by Lead Contractor. Contractor shall arrange for its Superintendent(s), major Subcontractors, and any scheduling consultants that Contractor may employ, to attend the orientation session.

3.10.2.2.1 [*Add:*] It is understood and agreed that Lead Contractor has no authority to waive any requirements of the Contract Documents at this orientation session, and all requirements of the Contract Documents remain applicable to Contractor's Work whether or not discussed at this session.

3.10.2.2.2 [*Add:*] Should Contractor or its principal Subcontractors fail or refuse to attend this orientation session, Owner shall have the right to immediately terminate the Agreement with Contractor for default and without liability or penalty to Owner.

3.10.3 [*Add:*] Final Construction Schedule.

3.10.3.1 [*Add:*] Within ten (10) days following completion of the issuance of the Notice to Proceed, Contractor, in consultation with Lead Contractor, shall complete its Final Construction Schedule.

3.10.3.2 [*Add:*] Lead Contractor shall provide Contractor with a draft of work activities and a listing of all activities included in the Final Construction Schedule. Any revisions, additions and/or deletions to these documents that are reasonably desired by Contractor shall be brought to the attention of Lead Contractor within two (2) days following receipt by Contractor of such draft. Lead Contractor shall, if consistent with the requirements of the Contract Documents, incorporate Contractor's proposed revisions and shall thereafter deliver the completed Construction Schedule and other reports to Contractor and the other Prime Contractors.

3.10.3.3 [*Add:*] Lead Contractor shall have the right to require Contractor to modify any Contractor data or any portion of Contractor's Final Construction Schedule, or other schedules provided by Contractor in compliance of the Contract Documents, with Contractor bearing the expense thereof, and which Lead Contractor reasonably determines to be: (1) impracticable; (2) based upon erroneous calculations or estimates; (3) unreasonable; (4) required in order to ensure proper coordination by Contractor of the Work of others and with the Work or services being provided by others; (5) necessary to avoid undue interference with the construction activities of other Prime Contractors or those of any utility owners or adjoining property owners; (6) necessary to ensure

completion of the Work by the dates for Substantial and Final Completion set forth in the Contract Documents; (7) required in order for Contractor to comply with the requirements of the Contract Documents; or (8) not in accordance with Contractor's actual operations. The right of Lead Contractor to establish the final Construction Schedule and to render final construction decisions on the content of the Construction Schedule is subject to the right of Contractor to arbitration. The schedule of Contractor's construction activities and the completion of the Final Construction Schedule by Lead Contractor is not subject to any requirement of approval by Contractor.

3.10.4 [*Add:*] Construction Schedule Content.

3.10.4.1 [*Add:*] The Final Construction Schedule shall consist of a graphic representation of all Work activities which are part of Contractor's construction plan. The graphic representation shall include, but not be limited to, the information required by Section 01311 "Schedules & Reports" set forth in General Requirements Division 1 and the following additional information to the extent not inconsistent therewith: (1) Project name; (2) completed Work ready for use by next Contractor, Owner, etc.; (3) activities relating to different areas of responsibility, such as subcontracted Work which is distinctly separate from that being done by Contractor directly; (4) different categories of Work as distinguished by craft or crew requirements; (5) different categories of Work as distinguished by equipment requirements; (6) different categories of Work as distinguished by materials; (7) distinct and identifiable subdivisions of Work such as structural slabs, beams, columns; (8) location of Work within the Project that necessitates different times or crews to perform; (9) outage schedules for existing utility services that shall be interrupted during the performance of the Work; (10) acquisition and installation of equipment and materials supplied and/or installed by Owner or Prime Contractors; (11) material to be stored on Site; and (12) dates for completion of Work.

3.10.4.2 [*Add:*] For all major equipment and materials to be fabricated or supplied for the Project, the Construction Schedule shall reflect the requirements of Section 01311 of General Requirements Division 1 and to the extent not inconsistent, the following additional activities: (1) preparation of Shop Drawings, Sample and all required submissions; (2) a reasonable time for review of Shop Drawings, Samples, and submissions or such time as specified in the Contract Documents; (3) shop fabrication, delivery, and storage; (4) erection or installation; and (5) testing of equipment and materials.

3.10.4.3 [*Add:*] The Construction Schedule shall include dates for the completion of Work that are no later than the required dates for Substantial and Final Completion.

3.10.4.4 [*Add:*] All activity durations shall be given in calendar or work days, as determined by Lead Contractor.

3.10.4.5 [*Add:*] Lead Contractor shall provide an identical and exact copy of the Interim and Final Construction Schedules, both in electronic and hardcopy form as Owner's Representative may direct.

3.10.5 [*Add:*] Schedule Adoption.

3.10.5 [*Add:*] Contractor Use of Schedule as Adopted. Promulgation by Lead Contractor and its use by Contractor of the Final Construction Schedules, and of schedule revisions, shall be evidence of Contractor's agreement that the proposed schedule or schedule revision to the Construction Schedule is a true and accurate representation of its plan to complete the

Work, including all Change Orders that are in Contractor's possession as of the foregoing date, that the schedule or schedule revision fully complies with the requirements of the Contract Documents, that Contractor shall prosecute the Work in accordance with this schedule revision, subject to any change therein which is implemented in accordance with the Contract Documents and that Contractor has met and coordinated with and obtained the acceptance or approval of said schedule revision by all other parties that are affected thereby, subject only to the right of Contractor to arbitration. Nothing herein shall be construed as requiring approval by Contractor of the Final Construction Schedules, or of schedule revisions.

3.10.6 [*Add:*] Updating of Construction Schedule/Progress Reports.

3.10.6.1 [*Add:*] On or about the dates specified in the Contract Documents or established by Lead Contractor, Contractor shall arrange for its Superintendent to meet at the Site with Lead Contractor to review Contractor's report of actual progress. Said report shall set forth up-to-date and accurate progress data, shall be based upon Contractor's best judgment and shall be prepared by Contractor in consultation with all Subcontractors.

3.10.6.2 [*Add:*] The progress report of Contractor shall show the work activities, or portions of activities, completed during the reporting period, the actual start and finish dates for these activities, remaining durations and/or estimated dates for completion of Work for activities currently in progress.

3.10.6.3 [*Add:*] Lead Contractor shall produce an update work sheet for Contractor to complete as a part of this process.

3.10.6.4 [*Add:*] Contractor shall submit a written report with the updated progress analysis which shall include, but not be limited to, a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, any newly planned activities or changes in sequence, and proposed logic for a recovery schedule, if required, as further described herein. The report shall also include: (1) a narrative describing actual Work accomplished during the reporting period; (2) a list of major construction equipment used on the Project during the reporting period and any construction equipment idle during the reporting period; (3) the total number of personnel by craft actually engaged in the Work during the reporting period, with such total stated separately as to office, supervisory, and field personnel; (4) a manpower and equipment forecast for the succeeding thirty (30) days, stating such total as to office, supervisory and field personnel; (5) a list of Contractor-supplied materials and equipment, indicating current availability and anticipated job Site delivery dates; and (6) changes or additions to Contractor's supervisory personnel, if any, since the preceding progress report.

3.10.6.5 [*Add:*] Application for Payment: Except as provided in Section 3.10.7, Contractor understands and agrees that the submission and acceptance of progress updates and the receipt of progress reports are an integral part and basic element of the Applications for Payment; and that Contractor shall not be entitled to any progress payment under the Contract Documents until Contractor has fully complied with the requirements of this Section 3.10.

3.10.6.6 [*Add:*] Contractor shall be solely responsible for expediting the delivery of all materials and equipment to be furnished by or to him so that the progress of construction shall be maintained according to the currently accepted Construction Schedule for the Work. Contractor shall notify Lead Contractor in writing, and in a timely and reasonable

manner, whenever Contractor determines or anticipates that the delivery date of any material or equipment to be furnished by Contractor shall be later than the delivery date indicated by the Construction Schedule, or required consistent with the completion requirements of the Contract Documents, subject to schedule updates as herein provided.

3.10.6.7 [*Add:*] Contractor shall ensure that off the Site work activities do not adversely affect progress in accordance with the Construction Schedule.

3.10.6.8 [*Add:*] Lead Contractor shall provide an identical and exact copy of all updates to the Construction Schedules, both in electronic and hardcopy form as Owner's Representative may direct.

3.10.7 [*Add:*] Initial Progress Payment. The completed Construction Schedule, including the schedule of values, shall be required for each Application for Payment. However, one initial provisional progress payment may be payable in the sole discretion of Owner's Representative if he determines Contractor is complying with this Section 3.10 during the development of the Construction Schedule and schedule of values as required herein. However, no more than one Application for Payment shall be approved until all of the requirements of this Section 3.10 have been met.

3.10.8 [*Add:*] Recovery Schedule.

3.10.8.1 [*Add:*] Should the updated Construction Schedule, at any time during Contractor's performance, show, in the sole opinion of Lead Contractor that Contractor is fourteen (14) or more days behind schedule for any Completion Date, Contractor shall prepare a recovery schedule at no cost to Owner (unless Owner is solely responsible for the event or occurrence which has caused the schedule slippage) explaining and displaying how Contractor intends to reschedule its Work in order to regain compliance with the Construction Schedule during the immediate subsequent pay period.

3.10.8.2 [*Add:*] If Contractor believes that all of the time can be recovered during the subsequent pay period, Contractor shall be permitted to prepare a recovery schedule as set forth below. However, if Contractor believes it shall take more than thirty (30) days to recover all of the lost time, Contractor shall prepare and submit a request for revision to the Construction Schedule and comply with all of the requirements of a schedule revision.

3.10.8.2.1 [*Add:*] Contractor shall prepare and submit to Lead Contractor a limited duration recovery schedule, incorporating best available information from Subcontractors and others which shall permit return to Construction Schedule at the earliest possible time. Contractor shall prepare a recovery schedule to the same level of detail as the Construction Schedule for a maximum duration of one month. The recovery schedule shall be prepared in coordination with other Prime Contractors.

3.10.8.2.2 [*Add:*] Within two (2) days after submission by Contractor or by any Prime Contractor of a recovery schedule to Lead Contractor, Contractor shall participate in a conference with Lead Contractor to review and evaluate the recovery schedule. Within two (2) days of the conference, Contractor shall submit the revisions necessitated by the review for Lead Contractor's review and acceptance. Contractor shall use the accepted recovery schedule as its plan for returning to the Construction Schedule.

3.10.8.2.3 [*Add:*] Contractor shall confer continuously with Lead Contractor to assess the effectiveness of the recovery schedule. As a result of this conference:

3.10.8.2.3.1 [*Add:*] If Lead Contractor determines Contractor is still behind schedule, Lead Contractor shall direct Contractor to prepare a schedule revision with the assistance of Lead Contractor and comply with all of the requirements of a schedule revision as stated herein and the other requirements of the Contract Documents; provided, however, that nothing herein shall limit in any way the rights and remedies of Owner and Lead Contractor as provided elsewhere in the Contract Documents; or

3.10.8.2.3.2 [*Add:*] If Lead Contractor determines Contractor has successfully complied with provisions of the recovery schedule, Lead Contractor shall direct Contractor to return to the use of the accepted Construction Schedule.

3.10.8.2.3.3 [*Add:*] Nothing herein alters the obligation of Lead Contractor to resolve coordination and scheduling issues in dispute between and among Contractor and other Prime Contractors.

3.10.8.3 [*Add:*] Lead Contractor shall provide an identical and exact copy of each Recovery Schedule, both in electronic and hardcopy form as Owner's Representative may direct.

3.10.9 *Add:*] Schedule Revisions.

3.10.9.1 [*Add:*] Should Contractor desire to or be otherwise required under the Contract Documents to make modifications or changes in its method of operation, its sequence of Work or the durations of the work activities in its Construction Schedule, Contractor shall do so in accordance with the requirements of this Section, Section 01320 of General Requirements Division 1, and the Contract Documents. Revisions to the accepted Construction Schedule must be presented to and reviewed by Lead Contractor.

3.10.9.2 [*Add:*] Contractor shall submit requests for revisions to the Construction Schedule to Lead Contractor, together with written rationale for revisions and description of logic for rescheduling Work and maintaining the dates for Substantial and Final Completion listed in the Contract Documents. Proposed revisions acceptable shall be incorporated into next update of the Construction Schedule. Contractor shall pay Owner for costs incurred by Lead Contractor for the revisions.

3.10.9.3 [*Add:*] In all instances where a revision to the Construction Schedule will affect the construction activities of other Prime Contractors, prior to the submission by Contractor of its proposed schedule revisions, Contractor shall meet with and gain written acceptance of the Prime Contractors to make the revisions which shall be evidenced by the signatures of said Prime Contractors on the proposed schedule revisions. If accepted, the revisions, shall be binding upon Contractor and all Prime Contractors on the Project.

3.10.9.4 [*Add:*] Lead Contractor shall provide an identical and exact copy of each Schedule Revision, both in electronic and hardcopy form as Owner's Representative may direct.

3.10.11 [*Add:*] Float Time. Float or slack time associated with one chain of activities is defined as the amount of time between earliest start date and latest start date or between earliest finish date and latest finish date for such activities, as calculated as part of the Construction Schedule. Float or slack time shown on the Construction Schedule is reserved for the exclusive use and benefit of Owner.

Section 3.11 DOCUMENTS AND SAMPLES AT THE SITE

Delete Section 3.11.1 in its entirety and, in lieu thereof, substitute the following:

3.11.1 [*Substitute:*] Contractor shall maintain in a safe place at the site one record copy of all Drawings, Project Manual, Addenda, Written Modifications, Change Orders, Construction Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show all changes made during construction. Annotations on the Drawings shall show changes in the Work occasioned by field conditions or Owner/Architect authorized changes to the Work. All notations shall be dimensioned where the location of the changed item is different than that originally shown and shall show all underground utilities, sewer lines and the like which have been installed by Contractor, giving accurate dimensions from column centers and/or exterior building walls. These shall be available to Architect and shall be delivered to Architect for submittal to Owner , in good condition, upon completion of the Work and before final payment is made.

Section 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Add new Subsection 3.12.5.1 as follows:

3.12.5.1 [*Add:*] Contractor shall provide Owner's Representative with a copy of the transmittal to Architect for each Shop Drawing, Product Data, Samples and other submittals, contemporaneously.

Add new Subsection 3.12.6.1 as follows:

3.12.6.1 [*Add:*] Work executed without the required submittals that fails to conform to the Contract Documents shall be corrected by Contractor as directed by Architect, at no additional cost to Owner.

Add new Subsection 3.12.10.1 as follows:

3.12.10.1 [*Add:*] Where applicable law and a provision of the Contract Documents require that Contractor engage a licensed design professional to provide a service, Contractor shall only employ a professional possessing the required Pennsylvania license.

Add new Section 3.12.11 as follows:

3.12.11 [*Add:*] Refer to Division 1 for further requirements regarding shop drawings, product data and samples.

Section 3.14 CUTTING AND PATCHING

Add the following new Sections 3.14.3 through 3.14.8 as follows:

3.14.3 [*Add:*] The General Contractor shall build sleeves and anchors into their Work for the proper engagement of the Work of other Prime Contractors provided the sleeves and anchors, along with installation instructions, are furnished at the proper time. Those who fail to comply with this provision shall do all necessary cutting and patching at their own expense.

3.14.4 [*Add:*] The General Contractor shall provide chases, openings and recesses in the new Work, as required, provided that the other Prime Contractors furnish the necessary information at the proper time. Those who fail to comply with this provision shall do all necessary cutting and patching at their own expense.

3.14.5 [*Add:*] Each Prime Contractor shall do all cutting of existing construction necessary to install their Work. Cutting of structural members shall not be permitted except by written permission of Architect.

3.14.6 [*Add:*] Each Prime Contractor shall repair, at their own expense, all existing surfaces cut into or damaged as a result of their Work, where such cutting or damage is beyond the rooms or spaces being altered under the General Construction Contract.

3.14.7 [*Add:*] Cutting by other Prime Contractors within the rooms or spaces being altered by the General Contractor shall be repaired by the General Contractors at their own expense except as specified below.

3.14.8 [*Add:*] All cutting and patching in finished areas shall be done by the General Contractor. All cutting of existing construction that is unnecessary, excessive or carelessly done and cutting of new construction made necessary by ill-timed construction activities shall be repaired by the responsible Prime Contractor at their own expense. All such repairing shall be accomplished by skilled mechanics of the proper trade and to the satisfaction of the Professional.

Section 3.15 CLEANING UP

Add new Section 3.15.3 as follows:

3.15.3 [*Add:*] Refer to Division 1, Section "Contract Closeout", for further requirements regarding cleaning up.

Section 3.16 CLEANING UP

Add after the word "Owner" in Section 3.16.1, a comma for punctuation and the word "Owner's Representative".

Delete Section 3.18.1 in its entirety and, in lieu thereof, substitute the following:

3.18.1 [*Substitute:*] To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by Contractor or Owner in accordance with Section 11.3, Contractor shall indemnify and hold harmless Owner, Owner's Representative, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or

reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

Section 4.1 GENERAL

Add new Subsection 4.1.1.1 as follows:

4.1.1.1 [*Add:*] Wherever the terms "Architect" or "Engineer" appear in the Contract Documents, these terms shall be construed to mean the design professional, Highland Associates, Ltd. Architecture Engineering Interior Design.

Delete Section 4.1.2 in its entirety.

Delete the following language from Section 4.1.3:

4.1.3 [*Delete:*] "as to whom Contractor makes no reasonable objection and"

Section 4.2 ADMINISTRATION OF THE CONTRACT

Delete Section 4.2.1 in its entirety and substitute the following:

4.2.1 [*Substitute:*] Architect will provide administration of the Contract as described in the Contract Documents and in connection with the compliance of Contractor's Work with the Drawings and Specifications. Architect has the authority to act on behalf of Owner as Owner may direct.

Add the following sentence to the end of Section 4.2.2:

4.2.2 [Add:] Contractor shall reimburse Owner for compensation paid to Architect for additional site visits made necessary by the fault, neglect or unnecessary request of Contractor.

Delete the first sentence of Section 4.2.3.

Add the following words to the end of the first sentence of Section 4.2.4:

4.2.4 [*Add:*] Documents and in particular Contractor's compliance with the Drawings and Specifications.

Add the following words after the first sentence of Section 4.2.4:

4.2.4 [*Add:*] Direct communications with Owner's Representative may be specially authorized by Owner in writing, or through the adoption of a table or matrix of responsibilities for the Project, listing communications that may occur through Owner's Representative.

Add the following to the end of the last sentence of Section 4.2.7:

4.2.7 [*Add:*] A claim for delay shall not be recognized or permitted on account of the failure by Architect to furnish approval or rejection of a submittal until seven (7) days after a specific, additional written request for action on the submittal is made.

Delete the second sentence of Section 4.2.8 in its entirety.

Delete Section 4.2.10 in its entirety and, in lieu thereof, substitute the following:

4.2.10 [*Substitute:*] Architect will have one or more project representatives present at various times at the Project sites. Contractor shall cooperate with Architect's representatives in the performance of their duties.

Delete the first sentence of Section 4.2.11 and, in lieu thereof, substitute the following:

4.2.11 [*Substitute:*] Architect will initially interpret and initially decide matters concerning performance under and requirements of the Contract Documents and compliance with the Drawings and Specifications on request of Owner. A claim for delay shall not be recognized or permitted on account of the failure by Architect to provide an interpretation until seven (7) days after a specific, additional written request for action on the request is made.

Delete the words "15 days" from Section 4.2.11 and substitute the following:

Delete Section 4.2.12 in its entirety.

Delete Section 4.2.13 in its entirety.

Add to the end of Section 4.2.14 the following:

4.2.14 [*Add:*] A claim for delay shall not be recognized or permitted on account of the failure by Architect to act upon a request for information (RFI) until seven (7) days after a specific, additional written request for action on the RFI is made.

ARTICLE 5 - SUBCONTRACTORS

Section 5.1 DEFINITIONS

Add the following language at the end of the first sentence of Section 5.1.1:

5.1.1 [*Add:*] or to provide materials or equipment.

Delete the first sentence of Section 5.1.2 and, in lieu thereof, substitute the following:

5.1.2 [*Substitute:*] A Sub-subcontractor is a person or entity of whatever tier, who have a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Project sites or to provide materials or equipment.

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

Delete the first sentence of Section 5.2.1 and, in lieu thereof, substitute the following:

5.2.1 [*Substitute:*] Within fifteen (15) days after the award of the Contract, Contractor shall furnish to Owner and Architect in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work.

Delete Section 5.2.3 in its entirety and, in lieu thereof, substitute the following:

5.2.3 [*Substitute:*] If Owner or Architect has reasonable objection to a person or entity proposed by Contractor, Contractor shall propose another to whom Owner or Architect has no reasonable objection. There shall be no adjustment in the Contract Sum because of such substitution.

Add new Section 5.5 PAYMENT TO SUBCONTRACTORS

Add new Sections 5.5.1 and 5.5.2 as follows:

5.5.1 [*Add:*] Contractor shall pay each Subcontractor, promptly upon receipt of payment from Owner, an amount equal to the percentage of completion allowed to Contractor on account of such Subcontractor's Work, less the percentage retained from payments to Contractor. Contractor shall also require each Subcontractor to make similar payments to Sub-subcontractors. All such payments shall be paid within the time limits required by the Pennsylvania Contractor and Subcontractor Payment Act

5.5.2 [*Add:*] If Owner fails to approve an Application for Payment for a cause which Owner and Architect determine is the fault of Contractor and not the fault of the particular Subcontractor, or it Contractor fails to make payment which is properly due to a particular Subcontractor, Owner may, at its sole election and in its sole discretion, pay such Subcontractor directly, less any amount to be retained. Any amount so paid by Owner shall be offset against future payments to Contractor or otherwise shall be repaid to Owner by Contractor. Owner shall have no obligation to pay or to see to the payment of any monies to any Subcontractor. Nothing contained in Section 5.5 shall be deemed to create any contractual relationship between Owner and any Subcontractor or to create any rights in any Subcontractor against Owner. Contractor shall promptly advise Owner of any claim or demand by a Subcontractor claiming that any amount is due to such Subcontractor or claiming any default by Contractor in any of its obligations to such Subcontractor.

ARTICLE 6 – CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

Section 6.1 OWNERS RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

Delete Section 6.1.3 in its entirety and, in lieu thereof, substitute the following:

6.1.3 [*Substitute:*] It is the sole duty and responsibility of each Prime Contractor, including Lead Contractor, to plan, direct and coordinate his Work as to cause no delay, loss or injury to another Prime Contractor or their Subcontractors. Coordination issues are subject to the issuance of a final construction decision by Lead Contractor. Neither Owner, Architect or Owner's Representative shall be responsible for the coordination of

Contractor's Work. Lead Contractor shall be responsible for the coordination of the Work of Contractors in accordance with the Contract Documents.

Delete Section 6.1.4 in its entirety and, in lieu thereof, substitute the following:

6.1.4 [*Substitute:*] In the event a Prime Contractor causes any delay, loss or injury to another Prime Contractor, there shall be no claim asserted against Owner, Architect or Owner's Representative for money damages based on alleged acts or omissions with respect to coordinating, expediting or directing Work. If any Prime Contractor prosecutes such claim against Owner, Architect or Owner's Representative for money damages, then such Contractor shall indemnify and save harmless Owner, Owner's Representative and Architect against any and all costs, losses or expenses including counsel fees that they incur in responding to any such claim plus 10% interest per annum on all such costs from the date of occurrence of such costs up to the date of payment.

Section 6.2 MUTUAL RESPONSIBILITY

Add the following sentence to the end of Section 6.2.4:

6.2.4 [*Add:*] Contractor agrees to indemnify and hold Owner harmless for any claims or damages brought by a separate contractor arising out of the actions or omissions of Contractor, or its Subcontractors in performing their Work under the Contract Documents.

Delete Section 6.2.5 in its entirety.

ARTICLE 7 - CHANGES IN THE WORK

Section 7.1 GENERAL

Delete Section 7.1.2 in its entirety and, in lieu thereof, substitute the following:

7.1.2 [*Substitute:*] Change Orders shall be based upon agreement between Owner and Contractor. Constructive Change Directives shall be issued by Architect for changes in the Work as set forth in Section 7.4 and does not require the agreement of Contractor.

Add a new Section 7.1.4 as follows:

7.1.4 [*Add:*] Before any Change Order is prepared, Contractor shall submit to Architect an itemized breakdown of the cost of the proposed Change in the Work. The term "cost" shall be interpreted to mean and include the actual cost of the following:

1. Labor, including foremen.
2. Materials at cost plus applicable taxes entering or otherwise incorporated permanently into the Work.
3. Rental cost of construction plant and equipment whether rented from Contractor or others.
4. Power and consumable supplies for the operation of power equipment.
5. Liability insurance and bonds.
6. Social security, old age and unemployment contributions.

Fifteen percent (15%) of the total cost of the above shall be allowed Contractor for overhead, profit, supervision and miscellaneous expenses if they perform the Work with their own forces or to the Subcontractor who performs the Work. In the case where the Work is performed by a Subcontractor, Contractor may add five percent (5%) to the Subcontractor's total amount as Contractor's commission. Where Change Orders include both increase and decrease in the Contract Amount, the above fifteen percent (15%) shall be allowed on the net increase only.

Add a new Section 7.1.5 as follows:

7.1.5 [*Add:*] The amount of Contract Time granted, or the absence of a grant of Contract Time in the applicable Change Order or Construction Change Directive, shall be final. Nothing herein alters the understanding that time is of the essence in the Contract.

Section 7.2 CHANGE ORDERS

Delete Section 7.2.1 in its entirety and, in lieu thereof, substitute the following:

7.2.1 [*Substitute:*] A Change Order is a written instrument prepared by Architect and signed by Owner, Contractor, and Architect. A Change Order is the only method by which the Contract Sum and the Contract Time may be adjusted. A Change Order shall provide for the following: (1) a change in the Work, if any; (2) the amount of the adjustment in the Contract Sum, if any; and (3) the extent of the adjustment in the Contract Time, if any.

Add to the end of Section 7.3.4 the following:

7.3.4 [*Add:*] Quantities are materially changed for the purpose of this Section when the quantities vary by 25% or more.

Delete Subsections 7.3.7.1 through 7.3.7.5 and, in lieu thereof, substitute the following:

7.3.7 [*Substitute:*] "the cost of the Work as defined in Section 7.1.4 of these Supplementary Conditions."

Delete from the first sentence of Section 7.3.9 the word "determination" and substitute the word "recommendation."

Section 7.4 MINOR CHANGES IN THE WORK

Delete Section 7.4 in its entirety.

ARTICLE 8 - TIME

Section 8.1 DEFINITIONS

Add new Subsection 8.1.3.1 as follows:

8.1.3.1 [*Add:*] Owner-Contractor Agreement provides the durations for Substantial and Final Completion of the Work. These durations are also referred to in the Contract Documents as Completion Dates.

Add new Section 8.1.5 as follows:

8.1.5 [*Add:*] The Project Schedule as used in the Contract Documents is the written schedule prepared by Lead Contractor, with information provided by the other Prime Contractors. The Project Schedule shall be periodically revised and updated in accordance with the provisions of Section 3.10 of the General Conditions and other Contract Documents. Contractor acknowledges that Lead Contractor will be making changes in and updating the Construction Schedule pursuant to Section 3.10.

Delete Section 8.3.1 in its entirety and, in lieu thereof, substitute the following:

8.3.1 [*Substitute:*] A claim for extension of time shall constitute a Claim under the Contract Documents, and shall be made in accordance with the requirements applicable to a Claim set forth in these Supplementary Conditions. Notice of the Claim must be provided in accordance with the requirements of Section 15 and no more than twenty one (21) calendar days after the initial occurrence of the event causing delay. A Statement of the Claim for an extension of time must be filed in accordance with the provisions of these Supplementary Conditions. Each day of delay shall be allocated on the basis of available scheduling information to Contractor responsible therefor. The scheduled Completion Dates and Contract Time shall be extended only when the delay is excusable, and then shall be granted to all Contractors.

Delete Section 8.3.3 in its entirety and, in lieu thereof, substitute the following:

8.3.3 [*Substitute:*] Contractor recognizes that delays, acceleration or hindrances to its Work may occur and that the obligation to meet Completion Dates and Contract Times will require changes to and adjustments in the schedule of the Work. Contractor's adherence to the scheduling and coordination requirements of the Contract Doeuments is required to minimize the potential for losses in these circumstances. The Contract Documents further provide a remedy in the form of arbitration by Contractor against the other Prime Contractor at fault. No Claim or litigation for increased costs, charges, expenses or damages of any kind shall be filed by Contractor against Owner, Architect or Owner's Representative (or against any of their respective employee or agents) for any changes to schedule, delays, acceleration, hindrances, or resequencing of Work due to any cause whatsoever. After giving proper notice, Contractor's sole remedy for delays, acceleration, hindrances or sequencing of Work shall be an extension of the Contract Time obtained by the timely filing of a Claim pursuant to these Supplementary Conditions. Should Contractor file any arbitration claim or litigation for money damages against Owner, Architect or Owner's Representative (including their employees or agents) in violation of this provision, such Contractor shall provide indemnification for any costs ineurred in the defense against such claim or litigation, including all fees by attorneys and experts, plus 10% interest per annum on all such costs from the date of occurrence of such costs up to the date of payment.

ARTICLE 9 - PAYMENTS AND COMPLETION

Section 9.2 SCHEDULE OF VALUES

Delete Section 9.2.1 in its entirety and, in lieu thereof, substitute the following:

9.2.1 [*Substitute:*] Contractor shall submit to Architect, before 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 Architect may require. This schedule, unless objected to by Architect or Owner shall be used as a basis for reviewing Contractor's Application for Payment.

Section 9.3 APPLICATIONS FOR PAYMENT

Delete Section 9.3.1 in its entirety and, in lieu thereof, substitute the following Subsections 9.3.1.1 through 9.3.1.4:

9.3.1.1 [*Add:*] At least fifteen (15) days before the date established for each progress payment, Contractor shall submit to Architect an itemized Application for Payment for Work completed in accordance with the Contract Documents. Such application shall be notarized and supported by such data substantiating Contractor's right to payment as Owner or Architect may require, such as copies of requisitions from Subcontractors, and reflecting retainage.

9.3.1.2 [*Add:*] Owner shall retain ten percent (10%) of all amounts due the Contract until the Work is fifty percent (50%) completed. When the Work is fifty percent (50%) completed, one-half of the amount retained by Owner shall be returned to Contractor, provided Contractor provides written consent of surety to such reduction in retainage to Owner along with its Application for Payment, provided Architect approved the application and reduction of retainage, and further provided that Contractor is making satisfactory progress and there is no specific cause for greater withholding.

9.3.1.3 [*Add:*] Owner shall retain five percent (5%) of all amounts due Contractor after the Work is fifty percent (50%) completed. The retained five percent (5%) shall be paid on with the final Payment or as otherwise provided hereafter. In the event a dispute arises between Owner and Contractor, which dispute is based upon increased costs claimed by Contractor occasioned by damages or other actions of another Contractor, additional retainage in the sum of one and one half times the amount of any possible liability may be withheld against the allegedly responsible contractor until the dispute is finally resolved, unless the contractor causing the additional claim furnishes a bond satisfactory to Owner to indemnify Owner against the claim.

9.3.1.4 [*Add:*] The full Contract retainage (10%) may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to Architect or if Surety withholds its consent or for other good and sufficient reasons.

9.3.1.5 [*Add:*] Refer to Division 1 Section "Applications for Payment" for additional requirements regarding applications for payment.

9.3.1.6 [*Add:*] Contractor expressly waives any right to penalties, interest and attorney's fees pursuant to the prompt payment provisions of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. Section 3931 *et seq.*

Delete the first sentence of Section 9.3.2 and, in lieu thereof, substitute the following:

9.3.2 [*Substitute:*] Unless otherwise provided in the Contract Documents, payments shall be made only on account of materials and/or equipment installed into the Work. Only when accepted in advance by Owner, payments may similarly be made for materials or equipment suitably stored at some other locations or on the site when agreed to by Owner in writing and with such reasonable conditions as Owner may require.

Add new Section 9.3.4 as follows:

9.3.4 [*Add:*] Provided Contractor's Application for Payment is received by Architect not later than the last day of the month, Owner shall make payment to Contractor not later than the 30th day of the following month. If an Application for Payment is received by Architect after the application date fixed above, payment shall be made by Owner not later than thirty (30) days after the next payment period.

Section 9.5 DECISIONS TO WITHHOLD CERTIFICATION

Delete the first sentence of Section 9.5.1 and, in lieu thereof, substitute the following:

9.5.1 [*Substitute:*] Architect shall not certify payment and shall withhold a Certificate for Payment in whole or in part to the extent necessary to protect the interests of Owner.

Revise Subsection 9.5.1.7 as follows:

9.5.1.7 [*Revise:*] Delete the punctuation mark at the end and the word "or".

Add new Subsection 9.5.1.8 as follows:

9.5.1.8 [*Add:*] Unsatisfactory prosecution of the Work in accordance with the Contract Documents, and in particular the failure to meet the obligations set forth in Section 3.10 of these Supplementary Conditions; or

Add new Subsection 9.5.1.9 as follows:

9.5.1.9 [*Add:*] Failure to comply with government statutes, regulations and laws.

Section 9.6 PROGRESS PAYMENTS

Delete Section 9.6.5 in its entirety.

Delete Section 9.6.7 in its entirety.

Section 9.7 FAILURE OF PAYMENT

Delete Section 9.7.1 in its entirety and, in lieu thereof, substitute the following:

9.7.1 [*Substitute:*] Owner may retain additional retainage in the sum of one and a half (1.5) times the amount of any possible cost to correct Work that is not in accordance with the Contract Documents. In addition, in the event a dispute arises between Owner and a other Prime Contractor, which dispute is based upon increased costs claimed by the other Prime Contractor occasioned by delays or other actions of Contractor, additional retainage in the sum of one and a half (1.5) times the amount of any possible liability may be withheld until such time as a final resolution is agreed to by all parties directly or indirectly involved unless Contractor furnishes a bond satisfactory to Owner to indemnify Owner against the claim. All money retained by Owner shall be withheld from Contractor until completion of the Project, the correction of the Work, or the completion of any arbitration that may be conducted to resolve the dispute between Contractor and the other Prime Contractor.

Section 9.10 FINAL COMPLETION AND FINAL PAYMENT

Add to Section 9.10.2 the new Subsections 6 and 7 to the end of the first sentence:

9.10.2 [*Add:*] (6) Final "as built" prints of record drawings marked by Contractor with record information as set forth in the Contract Documents; and (7) a final sworn statement from Contractor, duly executed and acknowledged, showing all Subcontractors to have been fully paid and similar final sworn statements from Subcontractors and, where appropriate, from Sub-subcontractors.

In Section 9.10.4, delete the punctuation mark at the end add of Subsection 9.10.4.3 and add a semi-colon.

Add the following new Subsections 9.10.4.4 and 9.10.4.5:

9.10.4.4 [*Add:*] latent failures of Contractor to comply with the requirements of the Contract Documents; or

9.10.4.5 [*Add:*] Architect's fees resulting from re-inspections due to Contractor's failure to satisfactorily, fully and finally complete the Work or legal and accounts costs and expenses arising therefrom.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

Section 10.2 SAFETY OF PERSONS AND PROPERTY

Add new Section 10.2.8 as follows:

10.2.8 [*Add:*] Contractor shall promptly report in writing to Owner and Architect all accidents, other than minor accidents for which no medical treatment was or will be required, arising out of or in connection with the Work which cause death, personal injury or property damage, giving full details and statements of any witnesses whether or not Owner has actual knowledge of the accident. In addition, if death or serious personal injuries or serious damage are caused, the accident shall be reported immediately by telephone, internet e-mail, or messenger to Owner's Representative and Architect.

ARTICLE 11 - INSURANCE AND BONDS

Section 11.1 CONTRACTOR'S LIABILITY INSURANCE

Delete Section 11.1.1 in its entirety and substitute the following:

11.1.1 [*Substitute:*] Contractor shall purchase from and maintain in an insurance company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, and maintaining an A.M. Best rating of A- or greater, such insurance as will protect Contractor from claims set forth below which may arise out of or result from Contractor's operations under the Contract and for which Contractor may be legally liable, whether such operations be by Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

11.1.1.1 [*Substitute:*] claims under any applicable workers' compensation law, including but not limited to the Pennsylvania Workman's Compensation Act and the Pennsylvania Occupational Disease Act of 1939, and any disability benefit or similar employee benefit act that is applicable to the Work to be performed;

11.1.1.2 [*Substitute:*] claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

11.1.1.3 [*Substitute:*] claims for damages because of bodily injury, sickness or disease, including death resulting from any of these at any time, of any person other than Contractor's employees;

11.1.1.4 [*Substitute:*] claims for damages because of personal injury other than bodily injury that is sustained by (1) a person as a result of an offense directly or indirectly related to employment of such person by Contractor, or (2) by another person;

11.1.1.5 [*Substitute:*] claims for damages, other than to the Work itself, because of physical injury or destruction of tangible property, including loss of use resulting therefrom and loss of use of tangible property that is not physically injured;

11.1.1.6 [*Substitute:*] claims for damages because of bodily injury, sickness or disease, including death resulting from any of these at any time, or property damage arising out of the ownership, maintenance or use of a motor vehicle, including owned, non-owned, and hired vehicles; and

11.1.1.7 [*Substitute:*] claims arising from Contractor's obligations under paragraph 3.18.

Delete Section 11.1.2 in its entirety and substitute the following:

11.1.2. [*Substitute:*] The insurance required by Section 11.1.1. shall be written for not less than the limits of liability specified in Subsection 11.1.2.1., or as required by law, whichever limit is greater. Coverages shall be maintained without interruption from the date of the commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment.

Add new Subsection 11.1.2.1 as follows:

11.1.2.1 [*Add:*] The insurance required by Section 11.1.1. shall be written for not less than the following limits unless the limit provided herein is less than that required by applicable law, in which case the greater limit shall apply. All limits under the General Liability coverage shall apply on a per project basis:

Workers' Compensation:

(a) State: statutory requirement

(b) Federal: statutory

Comprehensive Contractors' General Liability:

(a) Bodily Injury and Property Damage:

$1,000,000 per occurrence
$2,000,000 aggregate

(b) Products Completed Operations:

$2,000,000 aggregate

(c) Contractually Assumed Liability for Bodily Injury and Property Damage:

$1,000,000 per occurrence
$2,000,000 aggregate

Liability coverage shall be written under an occurrence policy with all limits applying on a project basis.

(d) Personal Injury:

$2,000,000 aggregate

Automobile Liability:

(a) Bodily Injury:

$1,000,000 per person
$1,000,000 per accident

(b) Property Damage:

$1,000,000 per accident

Add new Subsection 11.1.2.2 as follows:

11.1.2.2 [*Add:*] The City of Scranton, Architect, Owner's Representative and their consultants shall be named as additional insureds under the policies of insurance required under Subsections 11.1.1.2, .3, .4, .5, .6, and .7.

Add new Subsection 11.1.2.3 as follows:

11.1.2.3 [*Add:*] Contractor shall purchase and maintain an Excess Liability policy of insurance providing no less than a five million dollar ($5,000,000) limit of liability.

Delete Section 11.1.3 in its entirety and, in lieu thereof, substitute the following:

11.1.3 [*Substitute:*] Certificates of insurance acceptable to Owner shall be submitted to Owner's Representative for transmittal to Owner with a copy to Architect prior to the commencement of the Work. These certificates and the insurance policies required by Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled, allowed to expire, reduced, or altered until at least 30 days prior written notice has been given to Owner by the insurer. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate

evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Article 9 of the General Conditions.

Section 11.2 OWNER'S LIABILITY INSURANCE

Delete Section 11.2 in its entirety and, in lieu thereof, substitute the following:

11.2 [*Substitute:*] Owner shall be responsible for purchasing and maintaining Owner's usual liability insurance. Optionally, Owner may require Contractor to purchase and maintain Owner's and Contractor's Protective Liability Insurance for protection against claims that may arise from operations under the Contract. Any such requirement shall be set forth in the Contract Documents, or shall be paid for by Change Order.

Section 11.3 PROPERTY INSURANCE

Delete Section 11.3.1 in its entirety and, in lieu thereof, substitute the following:

11.3.1 [*Substitute:*] The property insurance required by this Section 11.3 shall cover portions of the Work stored off the site after written approval of Owner at the value established in the approval, and also portions of the Work in transit.

Delete Section 11.3.1.1 in its entirety and, in lieu thereof, substitute the following:

11.3.1.1 [*Substitute:*] The insurance required by this Section 11.3 is not intended to cover machinery, tools or equipment owned or rented by Contractor which are utilized in the performance of the Work but not incorporated into the permanent improvements. Contractor shall, at Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment which shall be subject to the provisions of Section 11.3.6.

Delete Subsection 11.3.1.2 in its entirety.

Delete Subsection 11.3.1.3 in its entirety.

Delete Subsection 11.3.1.4 in its entirety.

Delete Subsection 11.3.1.5 in its entirety.

Delete Section 11.3.2 in its entirety and, in lieu thereof, substitute the following:

11.3.2 [*Substitute:*] Boiler and Machinery Insurance. 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 Owner; this insurance shall include interests of Owner, Owner's Representative, Contractor, Subcontractors and Sub-subcontractors in the Work, and Owner and Contractor shall be named insureds.

Delete Section 11.3.3 in its entirety and, in lieu thereof, substitute the following:

11.3.3 [*Substitute:*] Loss of Use Insurance. Owner, at Owner's option, may purchase and maintain such insurance as will insure Owner against loss of use of Owner's property due to fire or other hazards, however caused. Owner waives all rights of action against

Contractor for loss of use of Owner's property, including consequential losses due to fire or other hazards however caused.

Delete Section 11.3.4 in its entirety and, in lieu thereof, substitute the following:

11.3.4 [*Substitute:*] If Contractor requests in writing that insurance for risks other than those described herein or for other special hazards by included in the property insurance policy, Owner shall, if possible, include such insurance, and the cost thereof shall by charged to Contractor by appropriate Change Order.

Delete Section 11.3.5 in its entirety and, in lieu thereof, substitute the following:

11.3.5 [*Substitute:*] Before an exposure to loss may occur, Owner shall file with 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 until at least thirty (30) days' prior written notice has been given to Contractor.

Delete Section 11.3.6 in its entirety and, in lieu thereof, substitute the following:

11.3.6 [*Substitute:*] Waivers of Subrogation. Owner and Contractor waive all rights against each other and against Owner's Representative, Architect, Owner's other Contractors and Owner's own forces, if any, and the Subcontractors, Sub-subcontractors, consultants, agents and employees of any of them, for damages caused by fire or other perils 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 Owner and Contractor may have to the proceeds of such insurance held by Owner. Owner or Contractor, as appropriate, shall require of Owner's Representative, Owner's Representative's consultants, Architect, Architect's consultants, Owner's separate contractors, 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 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.

Delete Section 11.3.7 in its entirety and, in lieu thereof, substitute the following:

11.3.7 [*Substitute:*] A loss insured under Owner's property insurance shall be made payable to Owner, who shall be required to pay Contractor the portion of such proceeds that represent the just shares of Contractor and Subcontractors for actual losses sustained and indemnified by the insurance required under Section 11.3, subject to requirements of any applicable mortgagee clause and of Section 11.3.8. Contractor shall pay Subcontractors their just shares of insurance proceeds received by Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

Delete Section 11.3.8 in its entirety and, in lieu thereof, substitute the following:

11.3.8 [*Substitute:*] Owner shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five (5) days after occurrence of loss to Owner's exercise of this power. Any such objection is subject to the disputes clauses of these Changes to the General Conditions and other Contract Documents.

Delete Section 11.3.9 in its entirety and, in lieu thereof, substitute the following:

11.3.9 [*Substitute:*] Partial occupancy or use in accordance shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. Owner and Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

Delete Section 11.3.10 in its entirety.

Section 11.4 PERFORMANCE BOND AND PAYMENT BOND

Delete Section 11.4.1 in its entirety and, in lieu thereof, substitute the following:

11.4.1 [*Substitute:*] Contractor shall provide bonds in accordance with the provisions of the Public Works Contracts' Bond Law of 1967, 8 P.S. § 191, *et seq.*, and in so doing shall provide:

(a) A performance bond at one hundred percent (100%) of the contract amount, conditioned upon the faithful performance of the contractor in accordance with the plans, specifications and conditions of the contract. Such bond shall be solely for the protection of Owner or assignee. The surety's liability under the bond shall be the same as the contractor's liability under the conditions of the contract.

(b) A payment bond at one hundred percent (100%) of the contract amount. Such bond shall be solely for the protection of claimants supplying labor or materials to Contractor or to any of their Subcontractors in the prosecution of the Work provided for in the Contract Documents and shall be conditioned for the prompt payment of all such material furnished or labor supplied or performed in the prosecution of the Work. "Labor or Materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

(c) Both bonds shall be submitted using the Form appearing in the Bidding Documents. Each of such bonds shall be executed by one or more surety companies legally authorized to do business in the Commonwealth of Pennsylvania and acceptable to Owner. The bond shall be payable to Owner or assignee.

Delete Section 11.4.2 in its entirety and, in lieu thereof, substitute the following:

11.4.2 [*Substitute:*] Upon request of any person or entity, and the payment of a reasonable cost for copying, Owner shall provide a copy of the Payment Bond of Contractor.

Add new Section 11.6 as follows:

Section 11.5 INSURANCE AND BOND CARRIERS

Add new Section 11.5.1 as follows:

11.5.1 [*Add:*] All insurance and bonds required pursuant to Article 11 and the Contract Documents must be issued by insurance providers that are licensed and authorized to conduct business in the Commonwealth of Pennsylvania. The insurance carriers of whom Contractor has purchased insurance coverage are to have an "A-" or better rating plus a financial rating of VI or better with the A.M. Best's Company (Key Rating Guide - Latest Edition).

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

Section 12.2 CORRECTION OF WORK

Delete from the first sentence of Subsection 12.2.2.1 the words "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" and substitute the following:

12.2.2.1 [*Substitute:*] if, within one (1) year after the date of Final Completion of the Work or within one (1) year from date of Partial Occupancy or Use of designated portions thereof (whichever shall first occur) or after the date for commencement of warranties . . .".

Delete the last two sentences of Subsection 12.2.2.1 and, in lieu thereof, substitute the following:

12.2.2.1 [*Substitute:*] Nothing contained in this Section shall diminish the liability of Contractor and/or Surety as set forth in the Performance Bond, which apply to Contractor's warranty obligations and all other obligations under the Contract Documents.

Delete Subsection 12.2.2.3 in its entirety, and in lieu thereof, substitute the following:

12.2.2.3 [*Substitute:*] In the event any Work, material or equipment is replaced or repaired as a consequence of latent defects or failure to meet the terms of the Contract Documents, all warranties with respect to such Work, material or equipment replaced or repaired shall continue following repair or replacement of such Work, material or equipment for an additional period equivalent to the original period of warranty for such Work, material or equipment.

Add a new Section 12.2.2.4 as follows:

12.2.2.4 [*Add:*] Upon request by Owner and prior to the expiration of one (1) year from the date of Substantial Completion, Architect will conduct and Contractor shall attend a meeting with Owner to review the facility operations and performance.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

Delete Section 13.1 in its entirety and, in lieu thereof, substitute the following:

13.1 [*Substitute:*] The Contract shall be governed by the law of the Commonwealth of Pennsylvania

Section 13.2 SUCCESSORS AND ASSIGNS

Delete Section 13.2.2 in its entirety.

Section 13.3 WRITTEN NOTICE

Delete Section 13.3 in its entirety and, in lieu thereof, substitute the following:

13.3 [*Substitute:*] Written notice is effective if hand-delivered, or if sent by facsimile, courier, or regular U.S. mail. Written notice is also effective if sent by internet e-mail to the correct e-mail address and hard-copy is thereafter faxed, delivered or mailed.

Section 13.4 RIGHTS AND REMEDIES

Delete the words, "agreed in writing," from Section 13.4.2 and substitute the following:

13.4.2 [*Substitute:*] provided in the Contract Documents.

Section 13.5 TESTS AND INSPECTIONS

Delete Section 13.5.1 in its entirety and, in lieu thereof, substitute the following:

13.5.1 [*Substitute:*] If the Contract Documents or any laws, statutes, ordinances, building codes, rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction over the Work or the Project sites may require any portion of the Work to be inspected, tested or approved, Contractor shall give Architect and Owner timely notice thereof so Architect and Owner may observe such inspection, testing or approval.

Add new Section 13.5.7 as follows:

13.5.7 [*Add:*] Owner reserves the right to conduct testing and inspection of the Work using its own independent consultants. Where Owner's consultant is to perform independent testing and inspection and Contractor's obligation therefor is to be waived, a deduction in an amount Architect determines to be appropriate shall be made to the Contract Sum.

Section 13.6 INTEREST

Delete Section 13.6.1 in its entirety.

Section 13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

Delete Section 13.7.1 in its entirety.

Add new Section 13.8 as follows:

Section 13.8 SWORN STATEMENT/RELEASE OF LIENS

Add new Section 13.8.1 as follows:

13.8.1 [*Add:*] Contractor agrees that the Project is not subject to the Mechanics Lien Law. Contractor shall submit with its final Application for Payment a Sworn Statement/Release

of Liens stating that Contractor has paid all Subcontractors who have performed Work on the project in the full amount they are due.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

Section 14.1 TERMINATION BY CONTRACTOR

Delete Section 14.1 in its entirety.

Section 14.2 TERMINATION BY OWNER FOR CAUSE

Delete Section 14.2.1 in its entirety and, in lieu thereof, substitute the following:

14.2.1 [*Substitute:*] Owner may terminate the Contract if Contractor:

.1 shall institute proceedings or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Code or any similar or applicable federal or state law; or if a petition under any federal or state bankruptcy or insolvency law is filed against Contractor and such petition is not dismissed within sixty (60) days from the date of said filing; or if Contractor admits in writing its inability to pay its debts generally as they become due, or if it makes a general assignment for the benefit of its creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of its bankruptcy or insolvency; or if a receiver of all or any substantial portion of Contractor's properties is appointed.

.2 abandons the Work; or if it fails to prosecute promptly and diligently the Work or to supply enough properly skilled workmen or proper materials for the Work;

.3 submits an Application for Payment, sworn statement, certified payrolls, affidavit or document of any nature whatsoever which is intentionally falsified;

.4 fails to make prompt payment to Subcontractors for materials or labor or otherwise breaches its obligations under any subcontract with a Subcontractor; or if a claim under the Payment Bond, a mechanic's or materialman's lien or notice of lien is filed against any party of the Work or the site of the Project and not promptly bonded or insured over by Contractor in a manner satisfactory to Owner;

.5 disregards any laws, statutes, ordinances, rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction of the Work or the site of the Project;

.6 otherwise violates any provision of the Contract Documents;

then Owner, upon the occurrence of the events described in clauses .1 through .6 above, without prejudice to any right or remedy available to Owner under the Contract Documents or at law or in equity may, after giving Contractor and the surety under the Performance Bond and the Payment Bond, seven (7) days written notice, terminate the Contract and the employment of Contractor on the Project and may enforce a Security Agreement by taking possession of and using all or any part of Contractor's materials, equipment, supplies and other property of every kind used by Contractor in the

performance of the Work in the completion of the Work. If requested by Owner, Contractor shall remove any part or all of its equipment, machinery and supplies from the site of the Project within seven (7) days from the date of such request, and in the event of Contractor's failure to do so, Owner shall have the right to remove or store such equipment, machinery and supplies at Contractor's expense. In case of such termination, Contractor shall not be entitled to receive any further payment for Work performed by Contractor through the date of termination. Owner's right to terminate Owner-Contractor Agreement pursuant to this Section 14.2.1 shall be in addition to and not in limitation of any rights or remedies existing hereunder or pursuant hereto or at law or in equity.

Delete the words, "upon certification by the Initial Decision Maker that" from Section 14.2.2 and substitute the word, "where".

Add to the end of Section 14.2.3 the following:

14.2.3 [*Add:*] A Contractor terminated for cause related to the quality or timeliness of the Work shall not be proposed by the Surety or otherwise utilized as a completion contractor and shall not be proposed or utilized as a Subcontractor or Sub-subcontractor to the Surety where the Surety is itself performing as the completion contractor.

Delete Section 14.2.4 in its entirety and, in lieu thereof, substitute the following:

14.2.4 [*Substitute:*] If the unpaid balance of the Contract Sum exceeds all costs to Owner of completing the Work, then Contractor shall be paid for all Work performed by Contractor to the date of termination. If such costs to Owner of completing the Work exceed such unpaid balance, Contractor shall pay the difference to Owner immediately upon Owner's demand. The costs to Owner of completing the Work shall include (but not be limited to) the cost of any additional architectural, managerial and administrative services required thereby, any costs incurred in retaining another contractor or other subcontractors, any additional interest or fees which Owner must pay by reason of a delay in completion of the Work, attorneys' fees and expense, and any other damage, costs and expenses Owner may incur by reason of completing the Work of any delay thereof. The amount, if any, to be paid to Contractor shall be certified by Architect upon application, in the manner provided in Section 9.4, and this obligation for payment shall survive the termination of the Contract.

Add new Section 14.2.5 as follows:

14.2.5 [*Add:*] In the event Owner terminates the contract for cause, and in addition and without prejudice to all other rights, remedies and relief which Owner may obtain under this Agreement and pursuant to the law, Owner shall be entitled to payment by Contractor of all reasonable professional fees, including attorney's fees, architectural fees, engineering fees, and consulting fees (together with reasonable expenses and disbursements incurred in connection therewith) which Owner may incur in connection with any legal proceedings or action (including professional fees rendered in anticipation of such proceedings or action). This provision shall create no right to Contractor or to any other person or entity for payment of such costs or expenses.

Add new Section 14.2.6 as follows:

14.2.6 [*Add:*] Should Contractor or its Surety contest the termination of Contractor for Cause, and should it be finally determined that cause for the termination did not exist, Contractor

shall be entitled to damages that would have been received in a termination for convenience under Section 14.4.3.

Section 14.3 SUSPENSION BY OWNER FOR CONVENIENCE

Add the following sentence to the end of Section 14.3.1:

14.3.1 [*Add:*] Any suspension by Owner for convenience does not constitute grounds of termination by Contractor under Section 14.1.

Section 14.4 TERMINATION BY OWNER FOR CONVENIENCE

Add after the words, "Work executed," in Section 14.4.3 add the following language:

14.4.3 [*Add:*] using the schedule of values provided by Contractor and used in making periodic payments

Delete the words, "along with reasonable" in Section 14.4.3 and substitute the word "excluding".

ARTICLE 15 CLAIMS AND DISPUTES

Delete the words "one of the parties" from the first sentence of Section 15.1.1, and substitute the following:

15.1.1 [*Substitute:*] "Contractor".

Delete the words "the party" in the third sentence of Section 15.1.1, and substitute the following:

15.1.1 [*Substitute:*] "Contractor".

Add the following new Subsection 15.1.1.1 as follows:

15.1.1.1 [*Add:*] The term, "Claim" as capitalized and as used herein only applies to, and is hereby defined only as, an assertion by Contractor against Owner. Contractor must satisfy both the requirements related to notice and the requirements that constitute a contractual statute of limitations to preserve Contractor's Claim. To satisfy the requirements of these Contract Documents regarding the contractual statute of limitations, Contractor must file on a timely basis a Statement of Claim. Notice, written or otherwise, does not constitute a Statement of Claim.

Delete Section 15.1.2 in its entirety and, in lieu thereof, substitute the following:

15.1.2 [*Substitute:*] A Claim as defined herein must be preceded by notice to Owner, given within twenty-one (21) days after Contractor first recognizes the condition or occurrence which gives rise to the Claim, provided that, where the Claim is for additional work beyond the requirements set forth in the Drawings and Specifications, notice must be given a reasonable number of working days in advance of the construction activities being undertaken. For additional Work of an emergency nature, needed to protect the safety of property and persons, notice may be given promptly after the additional work is performed. The failure to give required notice to Owner shall constitute a waiver of Contractor's Claim. The requirement of notice is satisfied where there is issued, and Contractor may therefore rely upon, written directives of Architect or Owner's

Representative, including but not limited to the issuance by Architect of a Construction Change Directive.

Delete the last sentence of Section 15.1.3.

Delete Section 15.1.4 in its entirety and, in lieu thereof, substitute the following Subsections 15.1.4.1 to 15.1.4.5:

15.1.4.1 [*Substitute:*] The intention of these Contract Documents and this Section 15.1.4 is to assure Owner of the prompt notice of each Claim against Owner upon the occurrence of the first event upon which the Claim is based. A Contractor who asserts a Claim against Owner only at the conclusion of several events upon which the Claim is ultimately based, or at the realization of damages beyond initial damages, shall be conclusively deemed to have waived the Claim. Contractor shall specifically be prohibited from deferring the giving of notice or the assertion of a Claim against Owner on the basis that some or all of the damages have not been incurred. Contractor may not defer notice to Owner or the filing of the Statement of the Claim by asserting that it is reserving or otherwise preserving its rights, because no right exists to defer either notice or the filing of the Statement.

15.1.4.2 [*Substitute:*] Owner requires the prompt notice of a Claim upon the first occurrence of an event which gives rise to the Claim in order to provide Architect and Owner's Representative with an opportunity to reduce or otherwise mitigate the potential cost and delay that would otherwise occur and to assure that all Claims submitted have validity and are not the product of misrepresentation or fraud. Owner requires prompt assertion of the Claim through the filing of the Statement of Claim similarly to reduce the potential for misrepresentation and fraud.

15.1.4.3 [*Substitute:*] Without regard to compliance by Contractor with respect to notice, the failure of Contractor to provide a Statement of Claim within ninety (90) days of the occurrence of the first event upon which the Claim is based shall conclusively constitute a waiver and abandonment of the Claim. This provision is to be interpreted and applied as a contractual limitations period, in lieu of any and all statutory periods of limitation provided in law. The ninety (90) day period for the filing of a Statement of Claim is agreed to by Contractor, and shall be conclusively treated, as reasonable in accordance with 42 Pa. C.S.A. § 5501(a).

15.1.4.4 [*Substitute:*] A Statement of Claim must include: (1) an identification of the basis set forth in the Contract Documents for payment of the Claim by Owner; (2) an itemization of the damages that have been incurred and have accrued to the point in time when the Statement of Claim is prepared; (3) factual and documentary support for the proposition that Owner is liable; and (4) factual and documentary support for the itemization of damages.

15.1.4.5 [*Substitute:*] Nothing set forth in these Subsections 15.1.4.1 through 15.1.4.5 applies to any demand for damages or claim of any kind that is, should have been, or could be asserted between or among Contractor and other Prime Contractors in arbitration.

Delete the words in Subsection 15.1.5.1, "as provided herein," and substitute the following:

15.1.5.1 [*Substitute:*] "as provided in these Supplementary Conditions".

Delete the third sentence of Subsection 15.1.5.1 in its entirety and, in lieu thereof, substitute the following:

15.1.5.1 [*Substitute:*] Contractor in supporting its Claim for an extension of time must comply with the requirements of Section 3.10 of these Supplementary Conditions, and must document its Claim by reference to and on the basis of the Final Construction Schedule, as updated and revised. A Claim for increase in the Contract Time or otherwise for an extension of time must be filed in the form of a Statement of Claim and must be supported by documentation, including but not limited to excerpts and portions of the Construction Schedule prepared and updated in accordance with the requirements of Section 3.10 and the General Requirements. The Statement shall set forth in detail: (1) the circumstances that form the basis for the Claim, (2) the support for the proposition that the delay is "critical," meaning impacting the critical path of construction activity, (3) the date upon which each cause of delay began to affect the progress of the Work, (4) the date upon which each cause of delay ceased to affect the progress of the Work; and (5) the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of Contractor. Contractor shall provide such additional supporting documentation as Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim. Contractor shall be bound by the scheduling information submitted by him in connection with Section 3.10 of these General Conditions.

Add new Subsection 15.1.5.3 as follows:

15.1.5.3 [*Add:*] Anticipated Adverse Weather Delays: In planning the construction schedule within the agreed Contract Time, it shall be assumed that Contractor has anticipated the amount of adverse weather conditions normal to the site of the Work for the season or seasons of the year involved. Only those weather delays attributable to other than normal weather conditions will be considered.

The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and shall constitute the base line for monthly weather time evaluations. Contractor's construction schedules must take into account any effect these anticipated adverse weather delays in all weather-dependent activities.

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
14	7	7	8	8	7	4	5	4	4	5	7

Add new Subsection 15.1.5.4 as follows:

15.1.5.4 [*Add:*] Impact: Upon acknowledgement of the Notice to Proceed and continuing throughout the contract, Contractor shall record in a daily log the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent (50%) or more of Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), he calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days

exceeds the number of days anticipated in paragraph 4.3.7.3 above, Architect will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a no-cost change order for additional days, to be executed by Owner, Architect and Contractor. This no-cost change order shall be the sole remedy for delays associated with weather.

Add new Section 15.1.7 as follows:

15.1.7 [*Add:*] Contractor agrees and acknowledges that Owner is a "contracting body" under the Public Works Contractors' Bond Law of 1967, and the Work on the Project is public construction and not subject to the filing of Mechanics Liens, and further agrees to provide and specify in its subcontracts with subcontractors for their acknowledgment that their sole remedy against Owner exists only under the provisions of the Bond Law and in accordance with the Payment Bond.

Section 15.3 Change the heading of this Section 15.3 to "RESOLUTION OF CLAIMS AND DISPUTES"

Delete this Section 15.3 in its entirety and, in lieu thereof, substitute the following:

15.3.1 [*Substitute:*] It is the further intention of these Contract Documents that all claims between Contractors related to coordination and scheduling of the Work, and all delays, disruptions, and interferences caused by Contractors, be resolved between Contractors. Specifically, by execution of the Agreement, Contract agrees to the following:

15.3.1.1[*Substitute:*] Owner is not responsible for delays caused by any Contractor. Owner is not responsible for problems caused by the failure of a Contractor to coordinate and schedule its Work with other Contractors. Owner is not liable for any damages suffered by a Contractor arising from any Contractor's delays and/or failure to coordinate its Work. Contractor hereby waives and releases Owner from any liability and damages caused by lack of coordination by a Contractor, or between or among Contractors, including their subcontractors and suppliers.

15.3.1.2[*Substitute:*] Architect, Owner's Representative, and Owner and their representatives shall not be liable to Contractor for any increased costs or damages for defective Work, interference, or delays resulting from any conflict between or among Contractors, their subcontractors and suppliers. Neither Owner, Owner's Representative, nor Architect shall be a party to disputes or actions between or among Contractors or their Subcontractors concerning such additional expense or damage. Contractor's exclusive remedy in this regard is arbitration between Contractors involved.

15.3.1.3[*Substitute:*] It is agreed by all parties that disputes or actions between Contractors concerning any additional expense or damage herein before mentioned shall not delay completion of the Work, which shall be continued by the parties pending final resolution of a claim including judicial proceedings. All final construction decisions regarding scheduling and coordination of the Work, whether rendered orally or in writing, shall be observed and followed fully.

15.3.1.4[*Substitute:*] Each Contractor hereby waives privity of contract defenses, and any assertion that Owner is vicariously or otherwise responsible for the acts and omissions of other Prime Contractors. Each Contractor agrees that other Prime Contractors have the right to file claims in arbitration against Contractor in the event Contractor is alleged to have caused

damages to another Contractor by reason of the failure to meet schedule, or delay, disruption, interference, or lack of coordination.

15.3.1.5[*Substitute:*] It is agreed by the parties to this Contract (Owner as promisee and Contractor as promisor) that the intent of this Section 15.3 is to benefit Owner and Owner's interests, and that the provisions of the Contract Documents raises Contractor and such other Contractors to the status of third party beneficiaries in connection with the coordination and scheduling of the Project, and claims between Contractors, and for no other purpose. Contractor specifically releases, foregoes and waives any claims against Owner, Owner's Representative, or Architect for extended overhead, delay damages, "impact" damages, loss of efficiency, loss of productivity, or any other similar form of loss, damage or compensation, or other damages related to coordination and scheduling of the Project and all delays, disruptions, and interferences caused by the other Prime Contractors.

15.3.2 [*Substitute:*] These Sections 15.3.1 and 15.3.2 apply to any claim that is or was, should be or should have been, or could be or could have been asserted between or among Contractor and other Prime Contractors, whether or not Lead Contractor rendered a final construction decision under Section 3.3.4 and whether or not the claim is submitted to arbitration under Subsection 3.3.4.1.

15.3.3 [*Substitute:*] A Claim that may properly be asserted against Owner shall be submitted to Architect. At all times, Contractor must comply with the obligation to provide notice under Section 15.1.4. Architect will evaluate the Claim and will in the discharge of Architect's professional responsibilities advise Owner regarding its professional advice and opinion as to the disposition of the Claim. Architect may seek additional information from Contractor. Contractor shall forfeit the Claim if, after seven (7) days' notice, Contractor fails to cooperate with Architect's reasonable requests. Architect's response to Contractor's Claim shall not constitute a decision of Owner on the Claim under Section 4.6. Architect's response to Contractor's Claim rejecting the Claim without requesting additional information, an additional opportunity to meet, or an additional opportunity to consider the Claim in further detail, shall constitute the occurrence of the first event upon which the Claim can be based, and the ninety (90) day period allowed for the filing of the Statement of the Claim shall commence. The failure to file the Statement of the Claim shall conclusively constitute a waiver and abandonment of the Claim.

Section 15.4 Change the heading of this Section 15.4 to "ADMINISTRATIVE CLAIMS PROCEDURE"

Delete this Section 15.4 in its entirety and, in lieu thereof, substitute the following new Sections 15.4.1 through 15.4.12:

15.4.1 [*Substitute:*] A Claim or dispute that is properly between Contractor and Owner shall be submitted to Owner's Representative in the form of a Statement of Claim, as provided in Section 15.5. The proceedings under this Section 15.4 may be properly invoked only as to a Claim between Contractor and Owner, and not to disputes involving scheduling and coordination decisions between Contractors. Consideration by Owner of a Claim asserted by Contractor to be proper under this Section does not constitute acquiescence in or acceptance of the correctness of the Claim's assertion.

15.4.2 [*Substitute:*] Disputes arising from final construction decisions of Lead Contractor, and disputes that could have been submitted to Lead Contractor for a final construction decision, and disputes between or among Contractors arising from coordination and

scheduling on the Project are subject to the exclusive remedy of arbitration between the involved Contractors.

15.4.3 [*Substitute:*] The rendering of a final construction decision by Lead Contractor or the rendering of a response by Architect to Contractor's Claim does not constitute either a formal decision or a final decision of Owner under this Section.

15.4.4 [*Substitute:*] A Claim or dispute of whatever kind against Owner shall be submitted by the filing of a Statement of Claim and shall in the first instance be referred to Owner's Representative with a request for a formal decision in accordance with this Section. Owner's Representative may respond in writing to the submission of a Claim by requesting that Contractor provide additional documents and information relating to the Claim. The failure to provide the requested documents and information shall constitute a waiver and forfeiture of the Claim. Owner's Representative may also reject the Claim and, if so, shall provide Contractor with an additional seven (7) days to resubmit the Claim to Owner. The failure of Contractor to resubmit the Claim within such period to Owner shall constitute a waiver and forfeiture of the Claim. Finally, Owner's Representative may also provide recommendations to Owner regarding the Claim, and at Owner's Representative's option may provide a copy of those recommendations to Contractor.

15.4.5 [*Substitute:*] Owner and Owner's Representative may allow Contractor additional time to ascertain or compile information, documents, and other supporting data. Specifically, Owner and Owner's Representative may allow the Statement of Claim to be amended and modified to include additional information arising after the filing of the Statement initially, provided that the basis of the Claim may not be altered.

15.4.6 [*Substitute:*] The time periods set forth in this Section relate solely to the administration of pending claims and disputes and are neither intended to, nor shall they, modify or affect any other provisions of the Contract Documents relating to Notice and the time required therefor, relating to the time for the filing of the Statement of Claim or relating to any other time requirements of this Contract. Receipt of a Statement of Claim by Owner's Representative and consideration of the Claim under this Section do not constitute a waiver of Owner's right to the performance of Contractor's obligations under the Contract Documents.

15.4.7 [*Add:*] Following the submittal of the Claim to Owner's Representative, or the resubmittal of the Claim after its rejection by Owner's Representative, as the case may be, Owner shall render its formal decision on a dispute with a Contractor in writing within a reasonable time after receipt of all written supporting documents, information and other data ("supporting data") from Contractor and review of documents and information obtained by Owner's Representative. Owner may require Contractor and its representatives to appear at a meeting called with reasonable notice.

15.4.8 [*Add:*] The formal decision of Owner shall be the first-step in the administrative processes governing claims and disputes that are properly between Contractor and Owner. Owner's first-step decision can be rendered by any representative of Owner.

15.4.9 [*Add:*] The rendering of a formal, first-step decision by Owner with respect to any such Claim, dispute, or other matter is a condition precedent to any further action under this Section. Such decision shall be final and binding upon Contractor unless Contractor

notifies Owner's Representative in writing of Contractor's exception to such decision within thirty (30) days of Contractor's receipt of the decision thereon.

15.4.10 [*Add:*] Contractor shall continue to prosecute the Work and adhere to the Construction Schedule during all disputes or disagreements relating to any claim or dispute under the Contract Documents. No Work shall be delayed or postponed pending resolution of any claims, disputes or disagreements.

15.4.11 [*Add:*] Contractor agrees that compliance by Contractor with this Section shall be a condition precedent to the rendering by Owner of a formal, first-step decision on a claim or dispute. If Contractor fails to comply with the requirements of this Section, or fails to provide documents, information and supporting data requested by Owner or Owner's Representative for the purpose of evaluating the Claim, the Claim shall be waived and forfeited. The failure to submit supporting data or the failure to continue to prosecute the Work, shall constitute a waiver and forfeiture of the Claim for the purpose of securing both first and second-step relief and for the purpose of the submittal of any claim to the Lackawanna Court of Common Pleas.

15.4.12 [*Add:*] Owner's Representative will attempt to resolve all claims and disputes between Owner and Contractor, both before and after the rendering of a formal, first-step decision by Owner. Should Contractor not be satisfied with Owner's formal, first-step decision regarding a claim or dispute, Contractor may request a second-step administrative determination within thirty (30) days of the decision. Owner shall, within thirty (30) days of a demand for such an administrative determination or on its own initiative, designate an individual to serve as Claims Administrator. Owner, Owner's Representative and all affected Contractors shall attend administrative conferences at the call of the Claims Administrator. Owner and Contractor shall cooperate fully in the administrative investigation conducted by the Claims Administrator at the administrative conferences and at such other times as the Claims Administrator shall determine, and shall furnish documents and other information required by the Claims Administrator. The failure of Contractor to provide supporting documentation in advance of and during the administrative conferences sufficient to constitute prima facie evidence of the Claim shall constitute bad faith and shall result in the dismissal and forfeiture of the Claim. Within thirty (30) days of the completion of the administrative investigation, the Claims Administrator will render a decision and recommendation to Owner and Contractor. The decision and the recommendation shall be binding on neither party and shall not be admissible in any proceeding. Unless the decision and recommendation are accepted by both Owner and Contractor, and provided the claim or dispute has not been waived or forfeited by Contractor, Contractor may submit its claim to the Court of Common Pleas of Lackawanna County.

Add Section 15.5 ARBITRATION BETWEEN AND AMONG CONTRACTORS

Add new Sections 15.5.1 through 15.5.7 as follows:

15.5.1 [*Add:*] A claims, dispute or other matter in question between Contractors arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

15.5.2 [*Add:*] In any arbitration proceeding commenced pursuant to this Section, the parties shall be entitled to conduct pre-hearing discovery for a period of ninety (90) days, which discovery may include depositions, written interrogations not to exceed forty (40) in number (inclusive of subparts) and written requests for the inspection and reproduction of relevant documents or tangible things. Responses to written interrogations and document requests shall be served within thirty (30) days of service thereof. With respect to expert testimony and discovery related thereto, Rule 4003.5 of the Pennsylvania Rules of Civil Procedure shall apply. The arbitrator(s) shall have the authority to issue appropriate orders to enforce the parties' entitlement to discovery hereunder and, upon disobedience of any such order, may prohibit the disobedient party from introducing in evidence designated documents, thing, or testimony.

15.5.3 [*Add:*] Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand for arbitration must be made within a reasonable time after the claim, dispute or other matter in question has arisen, but in no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations. All demands for arbitration and all answering statements thereto which include any monetary claim must contain a statement of the total sum or value in controversy as alleged by Contractor making such demand or answering statement.

15.5.4 [*Add:*] The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

15.5.5 [*Add:*] The parties shall be obligated to include, as a part of any arbitration proceedings, by joinder or consolidation, other Contractors to the extent necessary for resolution of the matter in controversy. Owner, Architect, and Owner's Representative may not be joined in arbitration proceedings. Contractor agrees not to object to its joinder in arbitration proceedings brought by other Prime Contractors. The foregoing agreement to arbitrate, including the obligation to arbitrate with an additional person or entity by joinder or consolidation shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. Joinder or consolidation of necessary or interested parties shall be a condition precedent to the obligation to arbitrate.

15.5.6 [*Add:*] Contractor Disputes. Contractor filing a notice of demand for arbitration must assert in the demand all claims, disputes and other matters in contention then known to that Contractor on which arbitration is permitted to be demanded.

15.5.7 [*Add:*] Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

END OF SECTION 00xxxx

[Bidders are advised that, after award, this form of agreement will be adapted for each Prime Contract by the making of insertions and changes required by the instructions that are set off in brackets and by making changes to the signature lines as indicated below.]

SECTION 002144-2– OWNER-CONTRACTOR AGREEMENT

THIS AGREEMENT, executed this ___ day of _____ 2017 **[insert month and year, with day to be inserted when last signature is affixed by the City]**, by and between the City of Scranton, with offices at 340 North Washington Ave., Scranton , PA 18503, and _____ **[insert name of Contractor]**, located at _____ **[insert address]**, a _____ **[insert form of business organization such as corporation, LLC, etc.]** organized under the laws of the State/Commonwealth of _____ **[insert state where organized]**, hereinafter called the "Contractor."

ARTICLE 1 - THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement between the Owner and Contractor, and the documents identified in the Supplementary Conditions. These documents form the Contract, and all are as fully a part of this Agreement as if attached hereto or repeated herein.

ARTICLE 2 - THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the interior renovations throughout seven Fire Station Facilities as described in the Bidding and Contract Documents.

ARTICLE 3 - DESIGN AND CONSTRUCTION PROFESSIONALS

The Architect for the Project is Highland Associates, Ltd. Architecture Engineering Interior Design, 102 Highland Avenue, Clarks Summit, Pennsylvania 18411. The Owner's Representative for the Project is Mr. David Bulzoni.

ARTICLE 4 - TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced with all off-site and on-site activities required by the Contract Documents after receipt of, and on the date or dates set forth in, the Notice or Notices to Proceed. The Contractor shall complete all contract Work to the satisfaction and approval, in every respect, of Owner, within the overall Contract Time for the Project and within the Completion Dates for Substantial and Final Completion. Contractor shall be substantially complete within 180 days of the issuance of the Notice to Proceed ("Substantial Completion") and finally complete within 30 days thereafter ("Final Completion," collectively, "Completion Dates). Contractor agrees that time is of the essence in the performance of this Contract, and that if he shall fail to complete the Work within the times specified for Substantial Completion, the Contractor shall pay Owner, as Liquidated Damages and not as a penalty for each such failure, the amounts of Five Hundred Dollars ($500.00) per day.

ARTICLE 5 - CONTRACT SUM

Owner shall pay the Contractor for the performance of the Work subject to additions and deductions by Change Order in current funds, the Contract Sum of $_____.00 (_____ Dollars) **[Insert the total contract amount in numerals and words, including Alternates]** for the base bid and for Alternates numbered _____ [insert the numbers of the accepted Alternates], all as set forth in the General and Supplementary Conditions of the Contract.

ARTICLE 6 - PROGRESS PAYMENTS

Based upon Applications for Payment submitted by the Contractor, Owner shall make progress payments on account of the contract sum to the Contractor as provided in the General and Supplementary Conditions of the Contract.

ARTICLE 7 - FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by Owner to the Contractor after Final Completion of the Work, provided the Work has then been completed, the Contract fully performed, a Final Inspection held, and a Final Certificate of Payment has been issued, all as set forth in the General and Supplementary Conditions of the Contract.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.1 Terms used in this Agreement shall have the meanings designated in the Contract Documents.

8.2 The Payment and Performance Bonds given by the Contractor conditioned upon the faithful performance of the Contract; the payment of labor, material, equipment rental and public utility service claims; and the correction of defective installation or non-conforming materials and equipment are attached hereto and made a part hereof. However, no third party shall acquire any rights against Owner under the Contract Documents.

8.3 The Contractor agrees to abide and be bound by all applicable laws relating to and regulating wages to be paid and the hours and conditions of employment and relating to equal employment opportunity.

IN WITNESS WHEREOF, Scranton City and the Contractor have caused these presents to be executed on the day and year above written.

Owner

By: _____

_____
[Print name]

Attested:

_____

_____

[Corporate Contractor]

[Name of Contractor]

_____
(Print Name of Corporation)

Attest:_____
Signature of Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or other authorized representative**

_____
(Print name of representative)

_____
(Print title of representative)

By:_____
Signature of President, Vice President or other authorized representative*

_____
(Print name of representative)

_____
(Print title of representative)

* If a representative other than the President or a Vice President of the Corporation signs this Agreement on its behalf, then attach a corporate resolution or other appropriate proof, dated prior to or as of the date of the Proposal, evidencing authority to execute this Agreement on behalf of the Corporation.

** If a representative other than the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer attests to the signature of the corporate representative, then attach a corporate resolution or other appropriate proof, dated prior to or as of the date of the Proposal, evidencing authority to attest to the execution of this Agreement on behalf of the Corporation.

[Bidders are advised that when contracts are signed with noncorporate contractors, the form of signatures will be changed to the form similar to that completed by the Bidder on the Bid Form, in order to accommodate the form of business organization being used. Bidders which have adopted the Limited Liability Company or LLC form of organization must submit the Operating Agreement or similar documentation, establishing the authority of the representative who executes the Agreement and the authority of the representative who attests to the validity of the signature.]

END OF SECTION

CONTRACTOR PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Contractor Name and Address)

_____ as Principal, hereinafter called "Principal," and

_____

_____
(Legal Title of Surety)

as Surety, hereinafter called "Surety," are held and firmly bound unto the City of Scranton, Commonwealth of Pennsylvania, its successor(s), grantee(s) or assignee(s), as the owner Obligee ("the Obligee"), in the amount of one hundred percent (100%) of the Contract Sum of _____ Dollars ($_____), for the payment whereof Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Obligee to pay for performance of the Contract, and firmly by these presents.

WITNESSETH THAT:

WHEREAS, Principal has, by written agreement dated _____ entered into a Contract with Obligee for the construction of renovations to fire station facilities for the Obligee, located in _____, _____ County, Pennsylvania, in accordance with drawings and specifications prepared by Highland Associates, Ltd. Architecture Engineering Interior Design., located in _____, ____., which Contract is by reference made a part hereof, and is hereinafter referred to as "the Contract;"

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, and known as and cited as the "Public Works Contractors' Bond Law of 1967" (the "Act");

WHEREAS, the Act, in Section 3.1(a), requires that, before an award shall be made to the Principal by the Obligee, the Principal shall furnish this Bond to the Obligee, with this Bond to become binding upon the award of a Contract to the Principal by the Obligee in accordance with the Contract; and

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said Contract, including all changes and amendments thereto, which is hereby incorporated as part of this Bond as if fully set forth herein, and shall indemnify and save harmless the Obligee and all of its officers, agents and employers from any expense incurred through the failure of the Principal to complete the work as specified and for any and all sums due the Obligee under the Contract by the Principal or its subcontractors, then this Bond shall be void; otherwise, this Bond shall remain in full force and effect.

The Principal and Surety agree that any alterations, changes and/or additions to the Contract, and/or any alterations, changes and/or additions to the work to be performed under the Contract, and/or any giving by the Obligee of any extensions of time for the performance of the project work in accordance with the Contract, and or any other act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract, shall not release, 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 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.

Whenever Principal shall be, and declared by Obligee to be in default under the Contract, the Obligee having performed Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for submission to Obligee for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee and Surety of the lowest responsive bidder, arrange for a contract for completion between such bidder and Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term, "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Obligee to Principal under the Contract and any amendments thereto, less the amount properly paid by Obligee to Principal.

If the Surety does not promptly remedy the default or proceed with reasonable promptness to perform its obligations under the Bond, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of written notice from the Obligee to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to the Obligee.

No action upon this Bond shall be commenced after the expiration of one (1) year from the date on which the Principal is declared to be in default by the Obligee, or within one (1) year after the Surety fails to perform its obligations under the Bond, whichever occurs later.

No right of action shall accrue on this Bond to any person or entity other than the Obligee or its heirs, executors, administrators, or successors.

Every action upon this Bond shall be instituted either in the Court of Common Pleas for the county where the project under the Contract is to be performed, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

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

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

[Select the applicable signature pages from among those that follow]

03/15/17

PRINCIPAL:

When the Principal is an Individual Proprietor:

WITNESS:

_____
*Signature of Witness

*By:_____(SEAL)
Signature of Proprietor

_____
Print name of Proprietor

CORPORATE SURETY

_____
**Name of Corporate Surety

Witness or Attest:

_____
(CORPORATE SEAL)**

**By:_____
Title

GENERAL INSTRUCTIONS FOR PRINCIPAL

*Sign by proprietor and witness.

GENERAL INSTRUCTIONS FOR ATTORNEY-IN-FACT CERTIFICATION

**Indicate Surety company, sign by attorney-in-fact, obtain witness signature, and affix Surety company's seal. Attach Power of Attorney, with embossed seal, to this page, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Corporation.

The attorney-in-fact by executing this Performance Bond certifies that he/she is licensed with the company named as Surety for this bond by the Pennsylvania Insurance Department and that to the best of his/her knowledge the said Surety is licensed with the Pennsylvania Insurance Department.

03/15/17

When the Principal is a Partnership:

_____
Print Name of Partnership

WITNESS:

_____ *By:_____(SEAL)
Signature of General Partner

CORPORATE SURETY

_____
**Name of Corporate Surety

Witness or Attest:

_____ **By:_____
(CORPORATE SEAL)** Title

GENERAL INSTRUCTIONS FOR PRINCIPAL

*Please sign where indicated. Sign by a General Partner and witness signature.

GENERAL INSTRUCTIONS FOR ATTORNEY-IN-FACT CERTIFICATION

**Indicate Surety company, sign by attorney-in-fact, obtain witness signature, and affix Surety company's seal. Attach Power of Attorney, with embossed seal, to this page, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Corporation.

The attorney-in-fact by executing this Performance Bond certifies that he/she is licensed with the company named as Surety for this bond by the Pennsylvania Insurance Department and that to the best of his/her knowledge the said Surety is licensed with the Pennsylvania Insurance Department.

When the Principal is a Corporation:

_____
Print Name of Corporation

ATTEST:

*By:_____

Secretary/Assistant Secretary/
Treasurer/Assistant Treasurer
or other Authorized Representative

President/Vice President or other
Authorized Representative*

_____
Print Name of Corporate Representative

(CORPORATE SEAL)

CORPORATE SURETY

_____
**Name of Corporate Surety

Witness or Attest:

**By:_____
Title

_____
(CORPORATE SEAL)**

GENERAL INSTRUCTIONS FOR PRINCIPAL

*Please sign where indicated. Sign by President or Vice-President and attest by Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer. Affix Seal.

GENERAL INSTRUCTIONS FOR ATTORNEY-IN-FACT CERTIFICATION

**Indicate Surety company, sign by attorney-in-fact, obtain witness signature, and affix Surety company's seal. Attach Power of Attorney, with embossed seal, to this page, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Corporation.

The attorney-in-fact by executing this Performance Bond certifies that he/she is licensed with the company named as Surety for this bond by the Pennsylvania Insurance Department and that to the best of his/her knowledge the said Surety is licensed with the Pennsylvania Insurance Department.

When the Principal is a Limited Liability Company

_____
(Print Name of Limited Liability Company)

Attest:_____ *By: _____
Signature of an Authorized Representative* Signature of an Authorized Representative*

CORPORATE SURETY

_____
**Name of Corporate Surety

Witness or Attest:

_____ **By:_____
(CORPORATE SEAL)** Title

GENERAL INSTRUCTIONS FOR PRINCIPAL

*Please sign where indicated. Sign and attest by Manager, Member or other Authorized Representative. The individual attesting verifies and represents that the person whose signature is affixed to this Bond on behalf of the Limited Liability Company (LLC) is duly authorized in accordance with the representations hereafter set forth.

Check the box which applies to this Bond:

___ The Certificate of Organization provides that LLC is to be managed by managers, and this Bond has been executed by a Manager fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bond or can be provided upon request within three (3) working days.

___ The Certificate of Organization does not provide that LLC is to be managed by managers, and this Bond has been executed by a Member fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bond or can be provided upon request within three (3) working days.

___ This Bond has been executed by a representative of the LLC who is not a manager or a member of the LLC, and instead who holds the office of _____ (insert title), and the execution of this Bond is fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bond or can be provided upon request within three (3) working days.

The individuals signing and attesting to the execution of this document further represent that (1) execution of the Bond is carrying on business in the usual way; (2) the LLC authorizes the execution of this Bond even if execution and submission of this Bond is not carrying on business in the usual way for the LLC; and (3) to the best of the individuals' information and belief, the Owner has no knowledge of the Member's or the Manager's lack of actual authority, or of any applicable and relevant restriction on his or her authority.

GENERAL INSTRUCTIONS FOR ATTORNEY-IN-FACT CERTIFICATION

Indicate Surety company, sign by attorney-in-fact, obtain witness signature, and affix Surety company's seal. Attach Power of Attorney, with embossed seal, to this page, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Limited Liability Company.

The attorney-in-fact by executing this Performance Bond certifies that he/she is licensed with the company named as Surety for this bond by the Pennsylvania Insurance Department and that to the best of his/her knowledge the said Surety is licensed with the Pennsylvania Insurance Department.

CONTRACTOR LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ _____
(Contractor Name and Address)

_____ as Principal, hereinafter called "Principal," and

_____
(Legal Title of Surety)

as Surety, hereinafter called "Surety," are held and firmly bound unto the City of Scranton, Commonwealth of Pennsylvania, its successor(s), grantee(s) or assignee(s), as the owner Obligee ("the Obligee"), for use and benefit of Claimants as herein below defined, in the amount of one hundred percent (100%) of the Contract Sum of _____Dollars ($_____), for the payment whereof Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Obligee to pay for performance of the Contract, and firmly by these presents.

WITNESSETH THAT:

WHEREAS, Principal has, by written agreement dated _____ entered into a Contract with Obligee for the construction of renovations to fire station facilities for the Obligee, located in _____, _____ County, Pennsylvania, in accordance with drawings and specifications prepared by Highland Associates, Ltd. Architecture Engineering Interior Design, located in _____, _____, which Contract is by reference made a part hereof, and is hereinafter referred to as "the Contract;"

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, and known as and cited as the "Public Works Contractors' Bond Law of 1967" (the "Act");

WHEREAS, the Act, in Section 3.1(a), requires that, before an award shall be made to the Principal by the Obligee, the Principal shall furnish this Bond to the Obligee, with this Bond to become binding upon the award of a Contract to the Principal by the Obligee in accordance with the Contract; and

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal and any subcontractor of the Principal to whom any portion of the work under the Contract shall be subcontracted, and if all assignees of the Principal and of any such subcontractor, shall promptly make payment to all Claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, including any amendment, extension or addition to the Contract, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect.

This Bond, as provided by the Act, shall be solely for the protection of Claimants supplying labor or materials to the Principal or to any subcontractors of the Principal of the first, second, or third tiers providing labor, and to any subcontractors of the first and second tier only for materials, in the prosecution of the work covered by the Contract, including any amendments, extensions or additions to the Contract, and is conditioned for the prompt payment of all such materials furnished and labor supplied or performed in the prosecution of the work. Claimant for itself, its Surety, its Subcontractors, and all successors and assigns, waives all rights of action against the Obligee and its consultants related to payment on the Contract.

The term "Claimant," when used herein and as required by the Act, shall include entities furnishing materials and labor for the project, and 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. As required by the Act, the provisions of this 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.

As required and provided 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, including any amendments, extensions or additions to the Contract, and who has not been paid therefor, in full, before the expiration of ninety (90) days after the day on which 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 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, but has no contractual relationship, express or implied, with such Principal may bring an action on the 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, provided however that in the event of the bankruptcy of the Principal, this requirement of notice shall be excused and notice may be given instead directly to the Surety;

(b) no action upon this 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;

(c) every action upon this Bond shall be instituted either in the Court of Common Pleas for the county where the project under the Contract is to be performed, or in the United State

District Court for the district in which the project, or any part thereof, is situated, and not elsewhere; and

(d) the Obligee shall not be liable for the payment of any interest, costs, expenses or attorneys' fees of any such suit.

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

The Principal and Surety agree that any alterations, changes and/or additions to the Contract, and/or any alterations, changes and/or additions to the work to be performed under the Contract, and/or any giving by the Obligee of any extensions of time for the performance of the project work in accordance with the Contract, and or any other act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract, shall not release, 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 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.

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

[Select the applicable signature pages from among those that follow]

03/15/17

PRINCIPAL:

When the Principal is an Individual Proprietor:

WITNESS:

_____ *By:_____(SEAL)
*Signature of Witness Signature of Proprietor

_____
Print name of Proprietor

CORPORATE SURETY

_____
**Name of Corporate Surety

Witness or Attest:

_____ **By:_____
(CORPORATE SEAL)** Title

GENERAL INSTRUCTIONS FOR PRINCIPAL

*Sign by proprietor and witness.

GENERAL INSTRUCTIONS FOR ATTORNEY-IN-FACT CERTIFICATION

**Indicate Surety company, sign by attorney-in-fact, obtain witness signature, and affix Surety company's seal. Attach Power of Attorney, with embossed seal, to this page, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Corporation.

The attorney-in-fact by executing this Performance Bond certifies that he/she is licensed with the company named as Surety for this bond by the Pennsylvania Insurance Department and that to the best of his/her knowledge the said Surety is licensed with the Pennsylvania Insurance Department.

03/15/17

When the Principal is a Partnership:

_____
Print Name of Partnership

WITNESS:

_____ *By:_____(SEAL)
Signature of General Partner

CORPORATE SURETY

_____
**Name of Corporate Surety

Witness or Attest:

_____ **By:_____
(CORPORATE SEAL)** Title

GENERAL INSTRUCTIONS FOR PRINCIPAL

*Please sign where indicated. Sign by a General Partner and witness signature.

GENERAL INSTRUCTIONS FOR ATTORNEY-IN-FACT CERTIFICATION

**Indicate Surety company, sign by attorney-in-fact, obtain witness signature, and affix Surety company's seal. Attach Power of Attorney, with embossed seal, to this page, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Corporation.

The attorney-in-fact by executing this Performance Bond certifies that he/she is licensed with the company named as Surety for this bond by the Pennsylvania Insurance Department and that to the best of his/her knowledge the said Surety is licensed with the Pennsylvania Insurance Department.

When the Principal is a Corporation:

_____
Print Name of Corporation

ATTEST:

*By:_____

Secretary/Assistant Secretary/
Treasurer/Assistant Treasurer
or other Authorized Representative

President/Vice President or other
Authorized Representative*

_____
Print Name of Corporate Representative

(CORPORATE SEAL)

CORPORATE SURETY

_____
**Name of Corporate Surety

Witness or Attest:

_____
(CORPORATE SEAL)**

**By:_____
Title

GENERAL INSTRUCTIONS FOR PRINCIPAL

*Please sign where indicated. Sign by President or Vice-President and attest by Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer. Affix Seal.

GENERAL INSTRUCTIONS FOR ATTORNEY-IN-FACT CERTIFICATION

**Indicate Surety company, sign by attorney-in-fact, obtain witness signature, and affix Surety company's seal. Attach Power of Attorney, with embossed seal, to this page, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Corporation.

The attorney-in-fact by executing this Performance Bond certifies that he/she is licensed with the company named as Surety for this bond by the Pennsylvania Insurance Department and that to the best of his/her knowledge the said Surety is licensed with the Pennsylvania Insurance Department.

When the Principal is a Limited Liability Company

_____
(Print Name of Limited Liability Company)

Attest:_____ *By: _____
Signature of an Authorized Representative* Signature of an Authorized Representative*

CORPORATE SURETY _____
**Name of Corporate Surety

Witness or Attest:

_____ **By:_____
(CORPORATE SEAL)** Title

GENERAL INSTRUCTIONS FOR PRINCIPAL

*Please sign where indicated. Sign and attest by Manager, Member or other Authorized Representative. The individual attesting verifies and represents that the person whose signature is affixed to this Bond on behalf of the Limited Liability Company (LLC) is duly authorized in accordance with the representations hereafter set forth.

Check the box which applies to this Bond:

___ The Certificate of Organization provides that LLC is to be managed by managers, and this Bond has been executed by a Manager fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bond or can be provided upon request within three (3) working days.

___ The Certificate of Organization does not provide that LLC is to be managed by managers, and this Bond has been executed by a Member fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bond or can be provided upon request within three (3) working days.

___ This Bond has been executed by a representative of the LLC who is not a manager or a member of the LLC, and instead who holds the office of _____ (insert title), and the execution of this Bond is fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bond or can be provided upon request within three (3) working days.

The individuals signing and attesting to the execution of this document further represent that (1) execution of the Bond is carrying on business in the usual way; (2) the LLC authorizes the execution of this Bond even if execution and submission of this Bond is not carrying on business in the usual way for the LLC; and (3) to the best of the individuals' information and belief, the Owner has no knowledge of the Member's or the Manager's lack of actual authority, or of any applicable and relevant restriction on his or her authority.

GENERAL INSTRUCTIONS FOR ATTORNEY-IN-FACT CERTIFICATION

Indicate Surety company, sign by attorney-in-fact, obtain witness signature, and affix Surety company's seal. Attach Power of Attorney, with embossed seal, to this page, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Limited Liability Company.

The attorney-in-fact by executing this Performance Bond certifies that he/she is licensed with the company named as Surety for this bond by the Pennsylvania Insurance Department and that to the best of his/her knowledge the said Surety is licensed with the Pennsylvania Insurance Department.

QUALIFICATIONS STATEMENT

Name and address of Contractor-Bidder: _____

_____

_____

Submitted To: SCRANTON CITY

Regarding: FIRE DEPARTMENT FACILITY IMPROVEMENTS PROJECT

1. Companies bidding on this Project must submit as set forth in the Instructions to Bidders this Statement of Bidder's Qualification to Scranton City, hereinafter referred to as the "Owner."

2. Only Companies which are determined to be responsible contractors under applicable laws and the Contract Documents will be designated as qualified bidders at the time awards are made on the prime contracts offered on the Project.

3. The Instructions to Bidders and other Bidding Documents govern the Owner's consideration of this completed Statement of Bidder's Qualification.

4. All Bidders must complete this form and submit it with the Bid by answering all questions, and supplying the requested documents, using the spaces indicated (with additional pages if necessary) and attaching documents as required.

I. Capability

1. State your Company's name and the address of your Company's principal place of business (main office or headquarters).

2. State the categories of work for which your Company desires to be considered on the above Project.

3. State your Company's form of organization (sole proprietorship, partnership, corporation, limited liability company, etc.).

4. If your Company is a corporation, state:

   a. Date of incorporation;

   b. Place of incorporation;

   c. Names and titles of all officers.

Use additional pages if necessary.

   d. Provide the names of all your Company's subsidiaries, or parent organizations, and all affiliated organizations, giving the relationship of each to your Company.

Use additional pages if necessary.

5. If your Company is a limited liability company, state:

   a. Date of filing of the certificate of organization;

   b. State where filed;

   c. Names and titles of all officers, members and managers;

_____

_____

_____

_____

Use additional pages if necessary.

   d. Provide the names of all your Company's subsidiaries, or parent organizations, and all affiliated organizations, giving the relationship of each to your Company.

_____

_____

_____

_____

_____

_____

Use additional pages if necessary.

6. If your Company is a partnership (including a joint venture), state:

   a. Date of formation;

   b. Under which state's laws the partnership was formed;

   c. Whether partnership is general or limited;

   d. Names and home addresses of all partners (indicate any limited partners).

_____

_____

_____

Use additional pages if necessary.

e. Names of all organizations controlled by your Company or any of its partners.

_____

_____

_____

_____

_____

_____

Use additional pages if necessary.

7. If your Company is a sole proprietorship, or some form of organization other than a corporation, an LLC, or partnership, attach the operating agreement or other documentation governing the activities of the organization, and state:

a. The type of organization and the date established;

b. Names and home addresses of each of the principals.

_____

_____

_____

_____

_____

_____

Use additional pages if necessary.

c. Names of all organizations controlled by your Company or any of its principals.

_____

_____

_____

_____

Use additional pages if necessary.

8. Regarding ownership and control

a. List all organizations and individuals who have a financial interest greater than 5% in your Company.

_____

_____

_____

_____

Use additional pages if necessary.

b. Identify any other organization or individual who controls or substantially influences the bidding or operation of your Company.

_____

_____

Use additional pages if necessary.

9. Provide the numbers, categories and locations of all employees and officers.

_____

_____

_____

_____

Use additional pages if necessary.

10. Is your Company currently registered to do business in Pennsylvania?

_____

If not, do you have a pending application for registration?

_____

11. Does your Company hold all necessary licenses to perform the work for which you desire to be considered for this Project? If so, identify those licenses.

_____

_____

If not, identify all pending applications for those licenses:

_____

12. Identify all your Company's offices located in Dauphin, Cumberland, Perry and Lebanon Counties.

_____

_____

13. Identify all your Company's offices located elsewhere in the Commonwealth of Pennsylvania.

_____

_____

_____

_____

Use additional pages if necessary.

14. How many years has your Company been in business as a Contractor or Subcontractor under your present business name?

_____

15. List the years of experience your Company has in the construction of the type required for your contract:

a. as a prime contractor; and

_____

b. as a subcontractor.

_____

16. State:

a. The percentage of work normally completed using your own employees.

_____

b. The percentage of work your Company intends to complete itself on this Project.

_____

c. The nature of the work your Company will perform itself on this Project and the trades you will employ.

Use additional pages if necessary.

d. The equipment that you own or lease that is available for work on the Project.

Owned Equipment:

Leased Equipment:

Use additional pages if necessary.

e. The nature of the work which your Company would expect to subcontract on this Project.

Use additional pages if necessary.

f. The names and addresses of your Company's major suppliers for this Project

_____

_____

_____

_____

_____

_____

Use additional pages if necessary.

g. A list of all collective bargaining agreements to which you are bound.

_____

_____

_____

Use additional pages if necessary.

17. List the three principal officers, administrators, managers and superintendents who will be assigned to the Project -- identification of qualifications, with specific attention to years in present position, years with your Company, years of construction experience, and magnitude and type of work.

_____

_____

_____

Use additional pages if necessary.

18. Identify any work your Company has performed for the Owner for each, identify the location of project, nature of contract (prime, sub, etc.), contract amount, kind of work, and nature of project.

_____

_____

_____

_____

_____

Use additional pages if necessary.

19. List other similar projects that your Company has performed in Pennsylvania (up to a maximum of seven of the most recent projects) -- for each, identify the name and address of owner, location of project, nature of contract (prime, sub, etc.), contract amount, kind of work, and nature of project. **You may refer to projects previously identified.**

Use additional pages if necessary.

20. List all of the other projects that involve the **same type of construction** that your company has completed, up to a maximum of seven of the most recent projects -- and for each, identify the name and address of owner, location of project, nature of contract (prime, sub, etc.), contract amount, kind of work, and nature of project. **You may refer to projects previously identified.**

Use additional pages if necessary.

21. List any projects awarded but which your Company failed to complete or on which your Company was declared to be in default -- identify dates, name and address of owner, name and location of project and kind of work, and the reasons the project was not completed.

Use additional pages if necessary.

22. List any projects for which your Company received change orders, settlements or awards exceeding 10% of the original value of the contract in the last five (5) years.

_____

_____

II. Financial Integrity

1. Upon Owner's request, your company shall provide a complete copy of its most recent financial statement, with an explanation of whether it is a certified statement or a compilation, and including but not limited to the following items:

   a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, materials and prepaid expenses), net fixed assets and other assets;

   b. Current liabilities (accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owners, accrued salaries, accrued payroll taxes), other liabilities, and capital (capital stock, authorized and outstanding shares, par values, earned surplus);

   c. Date of preparation, name and address of preparer;

   d. Identification and relationship to your Company of the organization whose financial statement is provided, if such organization is not the identical organization provided on page 1; and

   e. A statement as to whether the organization whose statement is provided will serve as your Company's guarantor under any contract for construction under this Project.

   Financial information identified as such and enclosed in a separate sealed envelope will be treated as confidential.

   If your company is an LLC with a corporate parent, or other subsidiary, and if your company intends to rely on the financial resources of the parent or other subsidiary, the Company must submit financial information for that entity as well at the same time.

   The Company agrees to provide the financial statement: ___ Yes ___ No.

   A negative response shall be conclusively treated as nonresponsive and shall disqualify the Bidder.

2. Provide your Company's net working capital (current assets over current liabilities) and date of determination.

   _____

   _____

   Use additional pages if necessary.

3. Provide identification of all existing credit lines, with the name, address, and telephone number of the credit source, the total amounts of the lines, amounts drawn down, and amounts remaining.

   _____

   _____

   _____

   _____

   Use additional pages if necessary.

4. List the names of your Company's secured creditors, and the property subject to their security interests.

Use additional pages if necessary.

5. List the names and addresses of your Company's three largest unsecured creditors.

6. Provide the name, address, and telephone number of your Company's surety for the payment and performance bonds, total bonding capacity, and available bonding capacity.

Use additional pages if necessary.

7. Has your Company, within the last three (3) years, been in a reorganization under Chapter 11 of the United States Bankruptcy Code, or in any other manner seeking an arrangement or debt adjustment with its creditors? If so, explain.

Use additional pages if necessary.

8. Identify any parent, subsidiary, or other company affiliated with your Company which has declared bankruptcy, or been placed into bankruptcy, in the last ten (10) years.

Use additional pages if necessary.

9. Have any of your officers or principal operating personnel been employed or associated with a company that has been in bankruptcy or ceased to operate at any time in the last ten (10) years? If so, state the person's name, title, and the name of the company involved.

_____

_____

_____

_____

_____

Use additional pages if necessary.

10. List the name of the Project, the Owner, the Architect or Engineer, the total contract value, the date of completion, and the percentage of work completed with your own forces of the major construction projects which your Company **currently** has under construction, under contract and awarded. **You may refer to projects previously identified.**

_____

_____

_____

_____

_____

Use additional pages if necessary.

11. List the name of the Project, the Owner, the Architect, the Engineer, the total contract value, the date of completion, and the percentage of work completed with your own forces of the major construction projects which your Company has **completed** in the last two (2) years. **You may refer to projects previously identified.**

_____

_____

_____

_____

_____

_____

_____

12. List all unpaid obligations to local, state, or federal taxing authorities, including but not limited to income, withholding and unemployment taxes.

_____

_____

_____

Use additional pages if necessary.

13. Identify all cancellations, terminations or rescissions of contracts of insurance or suretyship involving your Company within the last five (5) years.

_____

_____

Use additional pages if necessary.

_____
(Name of Bidder)

By: _____

_____
Title

Date: _____

NON-COLLUSION AFFIDAVIT OF BIDDER

STATE / COMMONWEALTH OF _____

COUNTY OF _____

_____, being duly sworn, deposes and says that:

(1) He is_____ of _____,
(owner, partner, officer, representative, or agent) (company)

the Bidder who has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not collusive or sham Bid;

(4) Neither the said Bidder nor any if its officers, partners, owners, agents, representatives, employees or parties of interest, including the affiant, has, in any way, colluded, conspired, connived, or agreed to any of the following:

To work directly or indirectly with any other Bidder, firm or person to submit this Bid.

To collude in any way to submit or to have submitted a sham Bid for the Contract for which this Bid has been submitted.

To collude in any way to prevent another Bidder from bidding for this Contract.

To agree, collude, communicate or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid, or in the Bids of any other Bidder.

To fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder.

To secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the (owner) or any person(s) in the proposed Contract.

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest including this affiant.

_____S/

_____Title

Subscribed and sworn to before me this

_____ day of _____ 200___.

BY:_____.

TITLE:_____.

Note: This document must be completed, signed, notarized and returned with your bid.

SECTION 004125 – BID FORM, CONTRACT # 103 Electrical

Project Name: City of Scranton Fire Department Facility Improvements

Name of Bidder:	Phone:
Address:	
Email:	Fax:

In compliance with the Instructions to Bidders, the undersigned, hereby proposes to furnish all labor, supplies, materials and equipment to construct the Project, within the times specified, as per the Drawings and Specifications and other Contract Documents for the following amount:

_____
(Written Amount)

_____ Dollars ($ _____)
(Figures)

Indicate BASE BID amount in both words and numerals. The amount indicated in numerals shall govern if a discrepancy exists.

ALLOWANCES:

- Reference Specification Section 01 21 00 "Allowances", for values that apply to each Prime Contract, and are included in the above BASE BID amount.

BID SECURITY:

- Attached hereto is a Bid Bond in the amount of ten percent (10%) of the Base Bid.

UNIT PRICES: None

ALTERNATE:

- Indicate in the spaces provided below the amount to be added to the BASE BID if the Owner accepts an alternate as described in Division 01 Specification Section 012300 "Alternates".
- Include in the amount of the Alternates, all labor, materials, overhead and profit, modification of Work specified in Contract Documents, and additional work required by all trades that may be required for the ALTERNATE. Refer to Division 00 Specification Section "INSTRUCTIONS TO BIDDERS" and Division 01 Specification Section "Alternates".

OPTION ALTERNATES:

- Alternates are hereby designated as Option Alternates in accordance with the Instructions to Bidders by the addition of "O/A" following the Alternate number.

Engine #7 Alternate #007 Replace existing generator

Engine #8 Alternate #006 Replace existing generator

Rescue #1 Alternate #006 Provide a mechanical ductless system (2)

ADD to the BASE BID, the sum of:

Engine #7 Alt. 007

_____ Dollars ($ _____)
(Written Amount) (Figures)

Engine #8 Alt. 006

_____ Dollars ($ _____)

Rescue #1 Alt. 006

_____ Dollars ($ _____)

PREPARATION OF BID:

- All blanks on the bid form shall be legibly executed in a non-erasable medium.
- Reference the Instructions to Bidders for additional requirements.

POST-BID SUBMITTALS:

- The three (3) apparent low bidders for each prime contract shall provide the following information within 72 hours of receipt of bids upon request:
  - Comparable Product / Equivalent Request Form
  - Proposed Subcontractors Form

ADDENDA:

- The receipt of the following Addenda to the Contract Documents is acknowledged:

Addendum No._____, dated_____

Addendum No._____, dated_____

ACCEPTANCE AND EXECUTION OF CONTRACT:

- The undersigned affirms and agrees that this Proposal is a firm one which remains in effect and will be irrevocable for the period of time permitted by the Instructions to Bidders and applicable law. When written notice of acceptance of the Proposal is mailed or delivered to the undersigned within the time period, or anytime thereafter should the Proposal not be withdrawn, the undersigned agrees to execute the Agreement with the Owner and provide the required post-award submittals.

BID PROPOSAL FORM / SIGNATURE PAGE

For Individual Bidder

_____
Name of Bidder (Printed)

_____ _____
Witness (Signature of Individual)

Trading and doing business as*
Business Address

Tax Identification Number

*If fictitious or trade name is employed in conduct of business, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the individual proprietorship under Pennsylvania Law.

BID PROPOSAL FORM / SIGNATURE PAGE

For Partnership Bidder

*
(Name of Partnership)

_____
Name of General Partner (Printed)

By: _____
General Partner

_____
Witness

Business Address

Tax Identification Number

The partners constituting the partnership herein named are:

Partner	Address
Partner	Address
Partner	Address
Partner	Address

[Add additional lines for the names and addresses of additional Partners, if there are more than four Partners in the Partnership, by attaching an additional page or pages to this Bid.]

*If fictitious or trade name is employed by the partnership in conduct of its business, insert name here:

_____

Next, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the partnership under Pennsylvania Law.

BID PROPOSAL FORM / SIGNATURE PAGE

For Corporate Bidder

[Name of Contractor]

_____
(Print Name of Corporation)

Attest: _____ By: _____

Signature of Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or other authorized representative**

Signature of President, Vice President or other authorized representative*

_____
(Print name of representative)

_____
(Print name of representative)

Tax Identification Number _____

* If a representative other than the President or a Vice President of the Corporation signs this Bid on its behalf, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to execute this Bid on behalf of the Corporation.

** If a representative other than the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer attests to the signature of the corporate representative, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to attest to the execution of this Bid on behalf of the Corporation.

(1) Complete the following statement:

The Corporation has been organized and is existing under laws of the State/Commonwealth of _____

(2) If Corporation has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

(3) If Corporation has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

BID PROPOSAL FORM / SIGNATURE PAGE

For Limited Liability Company (LLC) Bidder

_____
(Print Name of Limited Liability Company)

Attest:_____ By: _____
Signature of an authorized representative* Signature of an authorized representative**

Tax Identification Number _____

* The individual attesting verifies and represents that the person whose signature is affixed to this Bid on behalf of the Limited Liability Company (LLC) is duly authorized in accordance with the representations hereafter set forth.
** Check the box which applies to this Bid:
___The Certificate of Organization provides that LLC is to be managed by managers, and this Bid has been executed by a Manager fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.
___The Certificate of Organization does not provide that LLC is to be managed by managers, and this Bid has been executed by a Member fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.
___This Bid has been executed by a representative of the LLC who is not a Manager or a Member of the LLC, and instead who holds the office of _____ (insert title), and the execution of this Bid is fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.
The Bidder and the individuals signing and attesting to the execution of this document further represent that (1) execution of the Bid is carrying on business in the usual way; (2) the LLC authorizes the execution of this Bid even if execution and submission of this Bid is not carrying on business in the usual way for the LLC; and (3) to the best of the individuals' information and belief, the Owner has no knowledge of the Member's or the Manager's lack of actual authority, or of any applicable and relevant restriction on his or her authority.

Complete the following statement: The LLC has been organized and is existing under laws of the State/Commonwealth of _____.

If the LLC has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement: The LLC (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

If the LLC has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as

appropriate, the following statement: The LLC (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

SECTION 004122 – BID FORM, CONTRACT # 100 General Trades

Project Name: City of Scranton Fire Department Facility Improvements

Name of Bidder: _____ Phone: _____

Address: _____

Email: _____ Fax: _____

In compliance with the Instructions to Bidders, the undersigned, hereby proposes to furnish all labor, supplies, materials and equipment to construct the Project, within the times specified, as per the Drawings and Specifications and other Contract Documents for the following amount:

_____
(Written Amount)

_____ Dollars ($ _____)
(Figures)

Indicate BASE BID amount in both words and numerals. The amount indicated in numerals shall govern if a discrepancy exists.

ALLOWANCES:

- Reference Specification Section 01 21 00 "Allowances", for values that apply to each Prime Contract, and are included in the above BASE BID amount.

BID SECURITY:

- Attached hereto is a Bid Bond in the amount of ten percent (10%) of the Base Bid.

UNIT PRICES: None

ALTERNATE:

- Indicate in the spaces provided below the amount to be added to the BASE BID if the Owner accepts an alternate as described in Division 01 Specification Section 012300 "Alternates".
- Include in the amount of the Alternates, all labor, materials, overhead and profit, modification of Work specified in Contract Documents, and additional work required by all trades that may be required for the ALTERNATE. Refer to Division 00 Specification Section "INSTRUCTIONS TO BIDDERS" and Division 01 Specification Section "Alternates".

OPTION ALTERNATES:

- Alternates are hereby designated as Option Alternates in accordance with the Instructions to Bidders by the addition of "O/A" following the Alternate number.

Engine #2 Alt. #001 - Remove and replace all floor finishes

Engine #2 Alt. #002 - Remove and replace kitchen cabinetry

Engine #2 Alt. #003 - Remove existing asphalt drive and replace with concrete

Engine #2 Alt. #004 - Paint all existing interior walls (Floor to Ceiling)

Engine #7 Alt. #001 - Remove and replace all floor finishes

Engine #7 Alt. #002 - Remove and replace ceiling tiles

Engine #7 Alt. #003 - Remove existing concrete drive

Engine #7 Alt. #004 - Remove and replace kitchen cabinetry

Engine #7 Alt. #005 - Paint all existing interior walls (Floor to Ceiling)

Engine #7 Alt. #006 - Provide new asphalt pave

Engine #8 Alt. #001 - Remove and replace all floor finishes

Engine #8 Alt. #002 - Remove and replace ceiling tiles

Engine #8 Alt. #003 - Remove existing concrete drive

Engine #8 Alt. #004 - Remove and replace kitchen cabinetry

Engine #8 Alt. #005 - Paint all existing interior walls (Floor to Ceiling)

Engine #10 Alt. #001 - Remove and replace asphalt pave

Engine #10 Alt. #002 - Repair / Seal existing asphalt pave
Engine #10 Alt. #003 - Sand / Prep / Paint existing columns
Engine #10 Alt. #004 - Remove and replace window panels
Engine #10 Alt. #005 - Remove and replace windows
Engine #10 Alt. #006 - Remove and replace all floor finishes
Engine #10 Alt. #007 - Remove and replace ceiling tiles
Engine #10 Alt. #008 - Remove and replace kitchen cabinetry
Engine #10 Alt. #009 - Paint all existing interior walls (Floor to Ceiling)
Engine #10 Alt. #010 - Sand blast / repaint roof deck
Engine #10 Alt. #011 - Remove existing asphalt drive and replace with concrete

Headquarters Alt. #001 - Remove and replace all floor finishes
Headquarters Alt. #002 - Remove and replace ceiling tiles
Headquarters Alt. #003 - Remove and replace kitchen cabinetry
Headquarters Alt. #004 - Paint all existing interior walls (Floor to Ceiling)

Rescue #1 Alt. #001 - Remove and replace concrete drive
Rescue #1 Alt. #002 - Remove and replace all floor finishes
Rescue #1 Alt. #003 - Remove and replace ceiling tiles
Rescue #1 Alt. #004 - Remove and replace kitchen cabinetry
Rescue #1 Alt. #005 - Paint all existing interior walls (Floor to Ceiling)
Rescue #1 Alt. #007 - Remove and replace asphalt pave

Truck #4 Alt. #001 - Remove existing asphalt drive and replace with concrete
Truck #4 Alt. #002 - Remove and replace asphalt pave
Truck #4 Alt. #003 - Remove and replace all floor finishes
Truck #4 Alt. #004 - Remove and replace ceiling tiles
Truck #4 Alt. #005 - Provide new epoxy floor paint
Truck #4 Alt. #006 - Paint all existing interior walls (Floor to Ceiling)

ADD to the BASE BID, the sum of:

Engine #2 Alt. #001

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #2 Alt. 002

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #2 Alt. #003

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #2 Alt. #004

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #7 Alt. #001

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #7 Alt. #002

_____ Dollars ($_____)
(Written Amount) (Figures)

SECTION 004122 – BID FORM, CONTRACT # 100 General Trades

Engine #7 Alt. #003

_____ Dollars ($ _____)
(Written Amount) (Figures)

Engine #7 Alt. #004

_____ Dollars ($ _____)
(Written Amount) (Figures)

Engine #7 Alt. #005

_____ Dollars ($ _____)
(Written Amount) (Figures)

Engine #7 Alt. #006

_____ Dollars ($ _____)
(Written Amount) (Figures)

Engine #8 Alt. #001

_____ Dollars ($ _____)
(Written Amount) (Figures)

Engine #8 Alt. #002

_____ Dollars ($ _____)
(Written Amount) (Figures)

Engine #8 Alt. #003

_____ Dollars ($ _____)
(Written Amount) (Figures)

Engine #8 Alt. #004

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #8 Alt. #005

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #10 Alt. #001

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #10 Alt. #002

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #10 Alt. #003

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #10 Alt. #004

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #10 Alt. #005

_____ Dollars ($_____)
(Written Amount) (Figures)

SECTION 004122 – BID FORM, CONTRACT # 100 General Trades

Engine #10 Alt. #006

_____ Dollars ($ _____)
(Written Amount) (Figures)

Engine #10 Alt. #007

_____ Dollars ($ _____)
(Written Amount) (Figures)

Engine #10 Alt. #008

_____ Dollars ($ _____)
(Written Amount) (Figures)

Engine #10 Alt. #009

_____ Dollars ($ _____)
(Written Amount) (Figures)

Engine #10 Alt. #010

_____ Dollars ($ _____)
(Written Amount) (Figures)

Engine #10 Alt. #011

_____ Dollars ($ _____)
(Written Amount) (Figures)

Headquarters Alt. #001

_____ Dollars ($ _____)
(Written Amount) (Figures)

Headquarters Alt. #002

_____ Dollars ($ _____)
(Written Amount) (Figures)

Headquarters Alt. #003

_____ Dollars ($ _____)
(Written Amount) (Figures)

Headquarters Alt. #004

_____ Dollars ($ _____)
(Written Amount) (Figures)

Rescue #1 Alt. #001

_____ Dollars ($ _____)
(Written Amount) (Figures)

Rescue #1 Alt. #002

_____ Dollars ($ _____)
(Written Amount) (Figures)

Rescue #1 Alt. #003

_____ Dollars ($ _____)
(Written Amount) (Figures)

SECTION 004122 – BID FORM, CONTRACT # 100 General Trades

Rescue #1 Alt. #004

_____ Dollars ($_____)
(Written Amount) (Figures)

Rescue #1 Alt. #005

_____ Dollars ($_____)

Rescue #1 Alt. #007

_____ Dollars ($_____)

Truck #4 Alt. #001

_____ Dollars ($_____)
(Written Amount) (Figures)

Truck #4 Alt. #002

_____ Dollars ($_____)
(Written Amount) (Figures)

Truck #4 Alt. #003

_____ Dollars ($_____)
(Written Amount) (Figures)

Truck #4 Alt. #004

_____ Dollars ($_____)
(Written Amount) (Figures)

Truck #4 Alt. #005

_____ Dollars ($_____)
(Written Amount) (Figures)

Truck #4 Alt. #006

_____ Dollars ($_____)
(Written Amount) (Figures)

PREPARATION OF BID:

- All blanks on the bid form shall be legibly executed in a non-erasable medium.
- Reference the Instructions to Bidders for additional requirements.

POST-BID SUBMITTALS:

- The three (3) apparent low bidders for each prime contract shall provide the following information within 72 hours of receipt of bids upon request:
  - Comparable Product / Equivalent Request Form
  - Proposed Subcontractors Form

SECTION 004122 – BID FORM, CONTRACT # 100 General Trades

ADDENDA:

- The receipt of the following Addenda to the Contract Documents is acknowledged:

Addendum No._____, dated_____

Addendum No._____, dated_____

ACCEPTANCE AND EXECUTION OF CONTRACT:

- The undersigned affirms and agrees that this Proposal is a firm one which remains in effect and will be irrevocable for the period of time permitted by the Instructions to Bidders and applicable law. When written notice of acceptance of the Proposal is mailed or delivered to the undersigned within the time period, or anytime thereafter should the Proposal not be withdrawn, the undersigned agrees to execute the Agreement with the Owner and provide the required post-award submittals.

BID PROPOSAL FORM / SIGNATURE PAGE

For Individual Bidder

_____
Name of Bidder (Printed)

_____ _____
Witness (Signature of Individual)

Trading and doing business as*
Business Address

Tax Identification Number

*If fictitious or trade name is employed in conduct of business, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the individual proprietorship under Pennsylvania Law.

BID PROPOSAL FORM / SIGNATURE PAGE

For Partnership Bidder

*
(Name of Partnership)

_____
Name of General Partner (Printed)

By: _____
General Partner

_____
Witness

Business Address

Tax Identification Number

The partners constituting the partnership herein named are:

Partner	Address
Partner	Address
Partner	Address
Partner	Address

[Add additional lines for the names and addresses of additional Partners, if there are more than four Partners in the Partnership, by attaching an additional page or pages to this Bid.]

*If fictitious or trade name is employed by the partnership in conduct of its business, insert name here:

_____

Next, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the partnership under Pennsylvania Law.

BID PROPOSAL FORM / SIGNATURE PAGE

For Corporate Bidder

[Name of Contractor]

_____
(Print Name of Corporation)

Attest: _____ By: _____

Signature of Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or other authorized representative**

Signature of President, Vice President or other authorized representative*

_____
(Print name of representative)

_____
(Print name of representative)

Tax Identification Number _____

* If a representative other than the President or a Vice President of the Corporation signs this Bid on its behalf, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to execute this Bid on behalf of the Corporation.

** If a representative other than the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer attests to the signature of the corporate representative, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to attest to the execution of this Bid on behalf of the Corporation.

(1) Complete the following statement:

The Corporation has been organized and is existing under laws of the State/Commonwealth of _____

(2) If Corporation has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

(3) If Corporation has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

BID PROPOSAL FORM / SIGNATURE PAGE

For Limited Liability Company (LLC) Bidder

_____
(Print Name of Limited Liability Company)

Attest:_____
Signature of an authorized representative*

By: _____
Signature of an authorized representative**

Tax Identification Number _____

* The individual attesting verifies and represents that the person whose signature is affixed to this Bid on behalf of the Limited Liability Company (LLC) is duly authorized in accordance with the representations hereafter set forth.

** Check the box which applies to this Bid:

___The Certificate of Organization provides that LLC is to be managed by managers, and this Bid has been executed by a Manager fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

___The Certificate of Organization does not provide that LLC is to be managed by managers, and this Bid has been executed by a Member fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

___This Bid has been executed by a representative of the LLC who is not a Manager or a Member of the LLC, and instead who holds the office of _____ (insert title), and the execution of this Bid is fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

The Bidder and the individuals signing and attesting to the execution of this document further represent that (1) execution of the Bid is carrying on business in the usual way; (2) the LLC authorizes the execution of this Bid even if execution and submission of this Bid is not carrying on business in the usual way for the LLC; and (3) to the best of the individuals' information and belief, the Owner has no knowledge of the Member's or the Manager's lack of actual authority, or of any applicable and relevant restriction on his or her authority.

Complete the following statement: The LLC has been organized and is existing under laws of the State/Commonwealth of _____.

If the LLC has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement: The LLC (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

If the LLC has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as

appropriate, the following statement: The LLC (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

SECTION 004123 – BID FORM, CONTRACT # 101 Plumbing

Project Name: City of Scranton Fire Department Facility Improvements

Name of Bidder: _____ Phone: _____

Address: _____

Email: _____ Fax: _____

In compliance with the Instructions to Bidders, the undersigned, hereby proposes to furnish all labor, supplies, materials and equipment to construct the Project, within the times specified, as per the Drawings and Specifications and other Contract Documents for the following amount:

_____
(Written Amount)

_____ Dollars ($ _____)
(Figures)

Indicate BASE BID amount in both words and numerals. The amount indicated in numerals shall govern if a discrepancy exists.

ALLOWANCES:

- Reference Specification Section 01 21 00 "Allowances", for values that apply to each Prime Contract, and are included in the above BASE BID amount.

BID SECURITY:

- Attached hereto is a Bid Bond in the amount of ten percent (10%) of the Base Bid.

UNIT PRICES: None

ALTERNATE:

- Indicate in the spaces provided below the amount to be added to the BASE BID if the Owner accepts an alternate as described in Division 01 Specification Section 012300 "Alternates".
- Include in the amount of the Alternates, all labor, materials, overhead and profit, modification of Work specified in Contract Documents, and additional work required by all trades that may be required for the ALTERNATE. Refer to Division 00 Specification Section "INSTRUCTIONS TO BIDDERS" and Division 01 Specification Section "Alternates".

OPTION ALTERNATES:

- Alternates are hereby designated as Option Alternates in accordance with the Instructions to Bidders by the addition of "O/A" following the Alternate number.

Engine #2 Alt. #002 - Furnish and install new sink in Kitchen

Engine #7 Alt. #004 - Furnish and install new sink in Kitchen

Engine #8 Alt. #004 - Furnish and install new sink in Kitchen

Engine #10 Alt. #008 - Furnish and install new sink in Kitchen

Headquarters Alt. #003 - Furnish and install new sink in Kitchen

Rescue #1 Alt. #004 - Furnish and install new sink in Kitchen

ADD to the BASE BID, the sum of:

Engine #2 Alt. #002

_____ Dollars ($ _____)
(Written Amount) (Figures)

Engine #7 Alt. 004

_____ Dollars ($ _____)
(Written Amount) (Figures)

Engine #8 Alt. #004

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #10 Alt. #008

_____ Dollars ($_____)
(Written Amount) (Figures)

Headquarters Alt. #003

_____ Dollars ($_____)
(Written Amount) (Figures)

Rescue #1 Alt. #004

_____ Dollars ($_____)
(Written Amount) (Figures)

PREPARATION OF BID:

- All blanks on the bid form shall be legibly executed in a non-erasable medium.
- Reference the Instructions to Bidders for additional requirements.

POST-BID SUBMITTALS:

- The three (3) apparent low bidders for each prime contract shall provide the following information within 72 hours of receipt of bids upon request:
  - Comparable Product / Equivalent Request Form
  - Proposed Subcontractors Form

ADDENDA:

- The receipt of the following Addenda to the Contract Documents is acknowledged:

Addendum No._____, dated_____

Addendum No._____, dated_____

ACCEPTANCE AND EXECUTION OF CONTRACT:

- The undersigned affirms and agrees that this Proposal is a firm one which remains in effect and will be irrevocable for the period of time permitted by the Instructions to Bidders and applicable law. When written notice of acceptance of the Proposal is mailed or delivered to the undersigned within the time period, or anytime thereafter should the Proposal not be withdrawn, the undersigned agrees to execute the Agreement with the Owner and provide the required post-award submittals.

BID PROPOSAL FORM / SIGNATURE PAGE

For Individual Bidder

_____
Name of Bidder (Printed)

_____ _____
Witness (Signature of Individual)

Trading and doing business as*
Business Address

Tax Identification Number

*If fictitious or trade name is employed in conduct of business, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the individual proprietorship under Pennsylvania Law.

BID PROPOSAL FORM / SIGNATURE PAGE

For Partnership Bidder

*
(Name of Partnership)

_____
Name of General Partner (Printed)

By: _____
General Partner

_____
Witness

Business Address

Tax Identification Number

The partners constituting the partnership herein named are:

Partner	Address
Partner	Address
Partner	Address
Partner	Address

[Add additional lines for the names and addresses of additional Partners, if there are more than four Partners in the Partnership, by attaching an additional page or pages to this Bid.]

*If fictitious or trade name is employed by the partnership in conduct of its business, insert name here:

_____

Next, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the partnership under Pennsylvania Law.

BID PROPOSAL FORM / SIGNATURE PAGE

For Corporate Bidder

[Name of Contractor]

_____

(Print Name of Corporation)

Attest: _____

Signature of Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or other authorized representative**

_____

(Print name of representative)

By: _____

Signature of President, Vice President or other authorized representative*

_____

(Print name of representative)

Tax Identification Number _____

* If a representative other than the President or a Vice President of the Corporation signs this Bid on its behalf, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to execute this Bid on behalf of the Corporation.

** If a representative other than the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer attests to the signature of the corporate representative, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to attest to the execution of this Bid on behalf of the Corporation.

(1) Complete the following statement:

The Corporation has been organized and is existing under laws of the State/Commonwealth of _____

(2) If Corporation has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

(3) If Corporation has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

BID PROPOSAL FORM / SIGNATURE PAGE

For Limited Liability Company (LLC) Bidder

_____
(Print Name of Limited Liability Company)

Attest:_____ By: _____
Signature of an authorized representative* Signature of an authorized representative**

Tax Identification Number _____

* The individual attesting verifies and represents that the person whose signature is affixed to this Bid on behalf of the Limited Liability Company (LLC) is duly authorized in accordance with the representations hereafter set forth.

** Check the box which applies to this Bid:

___The Certificate of Organization provides that LLC is to be managed by managers, and this Bid has been executed by a Manager fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

___The Certificate of Organization does not provide that LLC is to be managed by managers, and this Bid has been executed by a Member fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

___This Bid has been executed by a representative of the LLC who is not a Manager or a Member of the LLC, and instead who holds the office of _____ (insert title), and the execution of this Bid is fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

The Bidder and the individuals signing and attesting to the execution of this document further represent that (1) execution of the Bid is carrying on business in the usual way; (2) the LLC authorizes the execution of this Bid even if execution and submission of this Bid is not carrying on business in the usual way for the LLC; and (3) to the best of the individuals' information and belief, the Owner has no knowledge of the Member's or the Manager's lack of actual authority, or of any applicable and relevant restriction on his or her authority.

Complete the following statement: The LLC has been organized and is existing under laws of the State/Commonwealth of _____.

If the LLC has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement: The LLC (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

If the LLC has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as

appropriate, the following statement: The LLC (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

SECTION 004124 – BID FORM, CONTRACT # 102 HVAC

Project Name: City of Scranton Fire Department Facility Improvements

Name of Bidder:	Phone:
Address:	
Email:	Fax:

In compliance with the Instructions to Bidders, the undersigned, hereby proposes to furnish all labor, supplies, materials and equipment to construct the Project, within the times specified, as per the Drawings and Specifications and other Contract Documents for the following amount:

_____
(Written Amount)

_____ Dollars ($ _____)
(Figures)

Indicate BASE BID amount in both words and numerals. The amount indicated in numerals shall govern if a discrepancy exists.

ALLOWANCES:

- Reference Specification Section 01 21 00 "Allowances", for values that apply to each Prime Contract, and are included in the above BASE BID amount.

BID SECURITY:

- Attached hereto is a Bid Bond in the amount of ten percent (10%) of the Base Bid.

UNIT PRICES: None

ALTERNATE:

- Indicate in the spaces provided below the amount to be added to the BASE BID if the Owner accepts an alternate as described in Division 01 Specification Section 012300 "Alternates".
- Include in the amount of the Alternates, all labor, materials, overhead and profit, modification of Work specified in Contract Documents, and additional work required by all trades that may be required for the ALTERNATE. Refer to Division 00 Specification Section "INSTRUCTIONS TO BIDDERS" and Division 01 Specification Section "Alternates".

OPTION ALTERNATES:

- Alternates are hereby designated as Option Alternates in accordance with the Instructions to Bidders by the addition of "O/A" following the Alternate number.

Rescue #1 Alternate #006 Provide a mechanical ductless system (2)

ADD to the BASE BID, the sum of:

Rescue #1 Alt. 006

_____ Dollars ($ _____)
(Written Amount) (Figures)

PREPARATION OF BID:

- All blanks on the bid form shall be legibly executed in a non-erasable medium.
- Reference the Instructions to Bidders for additional requirements.

POST-BID SUBMITTALS:

- The three (3) apparent low bidders for each prime contract shall provide the following information within 72 hours of receipt of bids upon request:
  - Comparable Product / Equivalent Request Form
  - Proposed Subcontractors Form

SECTION 004124 – BID FORM, CONTRACT # 102 HVAC

ADDENDA:

- The receipt of the following Addenda to the Contract Documents is acknowledged:

Addendum No._____, dated_____

Addendum No._____, dated_____

ACCEPTANCE AND EXECUTION OF CONTRACT:

- The undersigned affirms and agrees that this Proposal is a firm one which remains in effect and will be irrevocable for the period of time permitted by the Instructions to Bidders and applicable law. When written notice of acceptance of the Proposal is mailed or delivered to the undersigned within the time period, or anytime thereafter should the Proposal not be withdrawn, the undersigned agrees to execute the Agreement with the Owner and provide the required post-award submittals.

BID PROPOSAL FORM / SIGNATURE PAGE

For Individual Bidder

_____
Name of Bidder (Printed)

_____ _____
Witness (Signature of Individual)

Trading and doing business as*
Business Address

Tax Identification Number

*If fictitious or trade name is employed in conduct of business, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the individual proprietorship under Pennsylvania Law.

BID PROPOSAL FORM / SIGNATURE PAGE

For Partnership Bidder

*

(Name of Partnership)

_____

Name of General Partner (Printed)

By: _____

General Partner

_____

Witness

Business Address

Tax Identification Number

The partners constituting the partnership herein named are:

Partner	Address
Partner	Address
Partner	Address
Partner	Address

[Add additional lines for the names and addresses of additional Partners, if there are more than four Partners in the Partnership, by attaching an additional page or pages to this Bid.]

*If fictitious or trade name is employed by the partnership in conduct of its business, insert name here:

_____

Next, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the partnership under Pennsylvania Law.

BID PROPOSAL FORM / SIGNATURE PAGE

For Corporate Bidder

[Name of Contractor]

_____
(Print Name of Corporation)

Attest: _____ By: _____

Signature of Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or other authorized representative**

Signature of President, Vice President or other authorized representative*

_____
(Print name of representative)

_____
(Print name of representative)

Tax Identification Number _____

* If a representative other than the President or a Vice President of the Corporation signs this Bid on its behalf, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to execute this Bid on behalf of the Corporation.

** If a representative other than the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer attests to the signature of the corporate representative, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to attest to the execution of this Bid on behalf of the Corporation.

(1) Complete the following statement:

The Corporation has been organized and is existing under laws of the State/Commonwealth of _____

(2) If Corporation has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

(3) If Corporation has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

BID PROPOSAL FORM / SIGNATURE PAGE

For Limited Liability Company (LLC) Bidder

_____
(Print Name of Limited Liability Company)

Attest:_____ By: _____
Signature of an authorized representative* Signature of an authorized representative**

Tax Identification Number _____

* The individual attesting verifies and represents that the person whose signature is affixed to this Bid on behalf of the Limited Liability Company (LLC) is duly authorized in accordance with the representations hereafter set forth.
** Check the box which applies to this Bid:
___The Certificate of Organization provides that LLC is to be managed by managers, and this Bid has been executed by a Manager fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.
___The Certificate of Organization does not provide that LLC is to be managed by managers, and this Bid has been executed by a Member fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.
___This Bid has been executed by a representative of the LLC who is not a Manager or a Member of the LLC, and instead who holds the office of _____ (insert title), and the execution of this Bid is fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.
The Bidder and the individuals signing and attesting to the execution of this document further represent that (1) execution of the Bid is carrying on business in the usual way; (2) the LLC authorizes the execution of this Bid even if execution and submission of this Bid is not carrying on business in the usual way for the LLC; and (3) to the best of the individuals' information and belief, the Owner has no knowledge of the Member's or the Manager's lack of actual authority, or of any applicable and relevant restriction on his or her authority.

Complete the following statement: The LLC has been organized and is existing under laws of the State/Commonwealth of _____.

If the LLC has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement: The LLC (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

If the LLC has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as

appropriate, the following statement: The LLC (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

SECTION 010150 – PROJECT SCHEDULE

1.1 SUMMARY

A. This section includes administrative and procedural requirements for creating and maintaining project schedules required for the proper performance of the Work. This section includes:
   1. Construction Schedules
   2. Prime Contractor Schedule Development
   3. Work Sequence
   4. Milestone Schedule
   5. Phasing Plan
   6. Contractor's use of premises.
   7. Owner occupancy.

1.2 CONSTRUCTION SCHEDULES

A. The General Contractor will be responsible to administer and control the project schedule.

B. Project Schedule shall be generated and maintained in Critical Path bar chart format.

C. Construction Schedule to:

   1. Assure adequate Contractor planning, procurement, and execution of the Work of all trades so that the Work will be completed within the time allotted by the Contract. The Owners Agent shall prepare and maintain a construction schedule from input provided by contractors, based on a network analysis system using the Critical Path Method (CPM).

   2. Anticipate adequate time for all construction and construction related activities. These activities include but are not limited to the following permit approvals, shop drawing submittals, coordination drawing preparation, weather, shipping times, code inspections, utility work, utility connections, punch listing and correction of the Work, Architect, Mechanical, Electrical and Code Official review of the Work, and an expeditious closeout. Work activities of all Prime Contractors and all subcontractors by trade shall be represented on the schedule. The Contractor shall insure staffing, hours worked and materials are furnished in adequate quantities and at appropriate intervals to insure timely completion of the Work.

   3. Obtain input from all other Prime Contractors and subcontractors regarding their portion of the Work, obtain manning requirements, work durations, materials and equipment delivery lead times, delivery time and installation times.

D. Intent: The intent of the construction schedule requirement for this Work is:

   1. To provide for a logical sequencing of the Work with adequate time allotted for all trades to complete their portion of the Work, so that the entire Project is completed within the time allotted by the Contract.

2. To provide a logical sequence for ordering and procuring materials for incorporation into the Work, so that the entire Project is completed within the time allotted by the Contract.

3. To prevent interruptions in the flow of the Work.

E. Schedule Format:

1. Tabular Activity Listing: Listing shall be in chronological order according to the early start date for each activity.

2. CPM Bar Chart with a scale and spacing to allow for notations and revisions.
   a. The activities shown on schedule are to include:
      1) Activity identification number.
      2) Description of the Work.
      3) Duration in workdays.

1.3 Not Used

1.4 PRIME CONTRACTOR SCHEDULE DEVELOPMENT

1. **Within 10 days of contract award notification, each prime contractor will be required to submit to the General Trades Contractor, a detailed construction schedule, broken out by each Scranton Fire Station Facility building area, which covers the work for the Contractor's appropriate disciplines based on the milestone schedule dates found within this specification section. Each Contractors schedules will then be reviewed by the General Trades Contractor (GTC) and implemented into a master project construction for each Contractor's use throughout the course of the work. Although the master schedule is maintained and updated by the General trades contractor, it is still the responsibility of each Prime Contractor to monitor his schedule, and request an update to the master project schedule, if required.**

2. Assemble all necessary information and dates concerning the contractor's activities and those of his Subcontractors and Suppliers, and submit such information in a format required by applicable portions of this section. Each Contractor shall submit the following schedule information to the GTC as a minimum:
   a. A list of all activities contained in the Contractor's Scope of Work. This list shall include activity descriptions and durations for all activities in work days (as opposed to calendar day) for shop drawings, fabrication, delivery and installation of products, materials, and equipment. The activities on the schedule must be at a level of detail approved by the Owners Agent and agree with the terminology and building sequencing established by the Owners Agent.
   b. Identification of precedent relationships between the Contractor's activities and those of other Contractors based on a thorough review of the Contract Drawings and details showing interface between Contracts.
   c. Graphic diagrams indicating the proposed direction of work whenever applicable or if requested by the Owners Agent.
   d. Assumed crew size, equipment, production rates, and similar data used to arrive at adequate durations and sequences.

e. Shortly after receipt of this information, the GTC shall convene the Schedule Compilation Meetings referenced in hereafter.

2. In collaboration with the Prime Contractors associated with the Work, the GTC will compile all Contractor information and develop a project master construction schedule, which integrates activities of Architect, Contractors, Sub contractors, and Suppliers and meets the time requirements. The sequence of all work activities shall be determined by the GTC and reviewed by all Contractors. This schedule will become the project plan for construction.

3. Contractors' schedule activities may be re-sequenced and the schedule adjusted provided all Work is completed within the stated milestone dates and if the GTC and affected Contractors are notified of the change within 5 calendar days of receipt of the schedule; otherwise, the project master construction schedule shall be deemed accepted by all parties and becomes a contractual requirement for each Contractor. A Project Master Schedule acceptable to all contractors must be completed prior to processing of Progress Payment No. 2 to any contractor. All contractors must dedicate personnel necessary to provide information, attend meetings, and cooperate as necessary to that end. Award status of purchase orders, subcontracts, etc. will not be an acceptable reason for delay of schedule information.

4. The project construction schedule will be provided by the GTC, consistent with the guideline schedule and utilizing the Contractors' input as possible.
   a. Contractor shall provide the GTC with information and data to prepare a working day construction schedule and sequence of events for each work activity included in his bid category within five days after the Preconstruction Meeting. The Contractor shall cooperate with the Owners Agent in establishing a final overall project schedule, which meets the specified completion date.
   b. Failure of any Contractor to maintain his portion of the schedule will be grounds for the Owner to withhold all or part of any payments, which may become due the Contractor until such work is completed.
   c. The contractor is responsible to expedite all approvals and deliveries of material so as not to delay job progress.
   d. The Contractor shall begin all phases of his work as quickly as physically possible, but not to impede or jeopardize the work of other Contractors.
   e. Phases of the work may be started prior to the scheduled start dates if coordinated with other Contractors, and, if approved through the Owners Agent.
   f. The Contractor shall cooperate fully with the GTC in the coordination of the work with all other Contractors and the convenience of the Owner as indicated in The Specifications.

5. Each Contractor's work shall be executed at such a rate as to ensure meeting the specified milestone and dates for Substantial Completion. By execution of the Contract, a Contractor represents he has analyzed the Work, the materials and methods involved, the systems of the building, availability of qualified mechanics and unskilled labor, restrictions of the site, constraints imposed, his own work load and capacity to perform the Work and agrees that the specified dates are reasonable considering the existing conditions prevailing in the locality of the Work, including weather conditions, and other factors with reasonable allowance for variations from average or ideal conditions.

6. The GTC will utilize the project master construction schedule to plan, coordinate, and manage all construction activities of Contractors, Subcontractors, and Suppliers. All Contractors are to complete all Work in accordance with this schedule.

7. The GTC will hold periodic progress meetings at the job site (TBD). Field supervisors from each Contractor working on the site are to attend all such meetings. Each Contractor is to provide services of responsible personnel to provide necessary scheduling and manpower information. Each Contractor shall be responsible to be familiar with the schedule, how it will affect or modify his operations including his coordination with the activities of other Contractors. Each Contractor shall prepare a short interval schedule generally covering a 2 week period to coordinate with the activities of other Contractors. Each Contractor shall prepare a short interval schedule generally covering a 2 week period to coordinate the detailed activities of subcontractors and suppliers. The short interval schedules shall be prepared in bar chart form and be submitted 24 hours prior to the job progress meetings, or as required by the GTC. The GTC will update the project master construction schedule, display the current schedule at the job site and prepare progress reports accordingly.

8. Whenever it becomes apparent that any activities completion date may not be met, the responsible Contractor(s) are to take some or all of the following actions at no additional cost to the Owner.
    a. Increase construction manpower to put the project back on schedule.
    b. Increase number of working hours per shift, shifts per working day, working days per week, amount of construction equipment, or any combination, which will place the project back on schedule.

9. **If the Contractor fails to take any of the above actions, Owner may take action to attempt to put the project back on schedule and deduct cost of such actions from monies due or to become due the Contractor in accordance with the requirements of the project General Conditions AIA A201.**

10. The GTC will manage the project so that every effort is made to see that **each Prime Contractor completes the work within the completion timeframes that the prime contractor has provided, which make up the compiled master projeet schedule.** Time extensions may be granted to various Contractors when delays that affect final completion date have been caused by inability of another Contractor to meet his time commitments; however, neither the Owner, Architect, or the Owner will assume responsibility to any Contractor for compensation damages, or other costs due to delays.

1.5 Not used

1.6 Not used

1.7 WORK SEQUENCE

A. Project Start:

1. Commence construction activity at the site as soon after contract award as required to comply with specified Construction Schedule, unless otherwise specified in Construction Schedule below:

2. Schedule material deliveries to correspond with starting dates so that materials are on site on required start date.

3. Color Selection: Within 20 days after contract award, submit complete list of proposed manufacturers and complete product designations (i.e., model, grade, series, product line, etc.) for each item requiring color selection by Architect.

B. Coordination:

1. Schedule all construction activities at Site with Architect, Owner, and other prime contractors through the GTC to avoid, to maximum extent, interference with Owner's operations and to meet specified completion dates. It is responsibility of all Prime Contractors to meet Completion Schedule within Owner's Educational Schedule.

2. Coordinate construction activities through the GTC with Fire Departments calendar issued by owner to prime contractor to avoid interference with Owner's process and operations within each building.

   a. Review contract documents requirements in relationship to requirements for other prime contractors and owner's schedule.

3. Coordinate, through the GTC, all interruptions of building services or shut-down of building systems with Architect and Owner, and obtain, through the GTC written approval of proposed schedule for interruptions or shut-down from Architect and Owner.

   a. If, in Owner's opinion, any such interruption or shut-down will affect life safety of building occupants, schedule interruption or shut-down at time acceptable to owner, at time when classes are not in session, or after normal working hours. Coordinate all such changes through the GTC.
   b. Extra payment for over-time outside nonnal working hours required by any such interruption or shut-down will not be made by Owner. Prime contractor requiring overtime shall do so at his own cost, and shall be responsible for extra costs incurred by other Prime Contractors as a result.
   c. Insure all equipment, fittings, pipe and similar items required are on hand before interrupting or shutting-down existing systems.
   d. Notify all inspectors and representatives of utility companies, village officials, GTC, Architect, Owner and similar parties by letter in advance of required change-over's, tie-ins, removals, and other similar operations.

C. Construction Schedules: Comply with phasing.

1.8 MILESTONE SCHEDULE

A. See Section 011200 for working times and exiting restrictions.

B. Not Used

C. A project schedule has been established to conform to the Owner's requirements.

D. Not Used

E. It is the responsibility of the Contractors to plan and coordinate their work so as to comply with the project schedule.

F. The Contractors hereby agree to carry out the work, in full cooperation with the Owner, Architect, and Agencies of Jurisdiction.

G. At no extra charge to the Owner, each Contractor shall employ the number of workers, supervisory personnel and shall work the number of legal shifts each day (including weekends, if necessary) in order for the contractors to complete the work in accordance with the project schedule and attain substantial completion within the time period indicated in the project schedule.

H. The specific dates in the project schedule may be subject to change; if requested by the Owner or Owner's representative.

I. The total elapsed time will remain as indicated.

J. Each Prime Contractor is to use the below milestone date information, in preparation of his complete schedule for the work of each Contract.

SCHEDULED ITEM	START DATE
Contract Documents Available to Bidders:	4/4/17
Pre-Bid Meeting, & Walk Through of the Buildings:	4/21/17
Sealed Bids Received:	5/22/17
Project Kick-off Meeting, Mobilization, & Contractor Preliminary Schedule Received:	TBD
Submittal Period, & Review:	TBD
Contractor's Mobilization Onsite, and Construction Start:	TBD
Project Completion:	180 Days
Closeout Document's, O&M's and Final As-Built Drawings Receipt:	30 Days

M. Temporary Barriers and General Phasing Notes:

1. The Owner desires the least possible disruption to their daily schedule. Contractors shall coordinate all schedules for construction and material deliveries with the GTC and Architect prior to performing work.
2. All reconstruction work will be conducted in normally occupied areas. Any construction activities requiring building shut down shall be coordinated with the GTC.
3. All existing exits, including rescue windows, shall remain clear and unobstructed at all times the building is occupied during construction. Work shall not impede or

diminish existing exiting. Any revisions to the existing exit patterns shall be coordinated and verified with the Architect prior to commencing work.

4. Specific renovation items such as ceiling, finishes or work related to other trades may not be specifically indicated in the schedules of work.
5. An electrical contractor is to re-support light fixtures in areas where ceilings have been removed. Existing light fixtures to stay operational for school use until lights are replaced.
6. Existing mechanical, electrical and/or plumbing system to remain operational until new system is accepted in a given area.
7. The Contractor shall construct and/or maintain all emergency exit corridors. The Contractor shall provide and maintain temporary lighting in all emergency exits and corridors.
8. The Contractor shall provide and maintain temporary lighting in all construction areas to meet minimum requirements.

1.9 CONTRACTOR'S USE OF PREMISES

A. Access to Building - All Prime Contractors: Schedule all construction activities with Owner through GTC to allow Owner's full use of building areas and systems for normal working days.

1. Owner acknowledges prime contractors will require access to owner occupied areas, rooms and systems, and intends to cooperate in making rooms and systems available for construction

2. Notify GTC in advance of any requirements for access to any existing building outside normal working hours and days.

B. Building Security: Owner will maintain building security at all times for his sole benefit. Each prime contractor retains full responsibility for security and protection of work of his prime contract until final acceptance by owner.

C. Maintenance of Building Circulation and Exits: Maintain circulation corridors, exits and exit stairs unobstructed from equipment and materials, except in areas of construction activity enclosed by temporary partitions.

1.10 OWNER OCCUPANCY

A. Owner intends to maintain full occupancy throughout duration of project, and will make full use of buildings and sites, unless otherwise specified.

END OF SECTION 010150

SECTION 011200 – MULTIPLE CONTRACT SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This section includes:
1. Design/Management Identification.
2. Work covered by Contract Documents.
3. Work Restrictions and Schedule.
4. Contractor use of Premises.
5. Occupancy Requirements.
6. Coordination.
7. Contract Documents.
8. Additional Notes to Contract Documents
9. General Requirements of Contracts
10. Specifications, Formats and Conventions
11. Prime Contractor's Scopes of Work.

B. Related Sections include the following:
1. Section 012100 – Allowances
2. Section 012300 – Alternates
3. Section 013100 – Project Management and Coordination
4. Section 013200 – Construction Progress Documentation
5. Section 013300 – Submittal Procedures

C. Specific requirements of each contract are also indicated in individual Specification Sections and on Drawings.

1.3 DESIGN / MANAGEMENT IDENTIFICATION

A. OWNER
City of Scranton
Office of Business Administration
340 North Washington Ave.
Scranton, PA 18503

B. ARCHITECT
Highland Associates Architects
Highland Center
102 Highland Avenue

Clarks Summit, PA 18411

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Description
   a. The project involves sitework, roofwork, general trades, mechanical, plumbing and electrical work at 7 facilities throughout the City of Scranton.

- Headquarters – 518 Mulberry Street
- Engine #2 – 510 Gibbons Street
- Engine #7 – 1917 Luzerne Street
- Engine #8 – 205-207 East Market Street
- Truck #4 – 1047 North Main Avenue
- Engine #10 – 1900 East Mountain Road
- Rescue #1 – 940 Wyoming Avenue

B. Contract Documents were prepared for the Project by Highland Associates Architects, 102 Highland Avenue, Clarks Summit, PA 18411.

C. The work will be constructed under multiple Prime Contractor Agreements. One set of contract documents are issued covering the multiple Prime Contracts. Prime Contracts are separate contracts between the Owner and independent contractors representing significant construction activities. Each Prime Contract is performed concurrently and closely coordinated with construction activities performed on the Project under other Prime contracts.

D. Prime Contracts for this Project include:

CONTRACT 100:	GENERAL TRADES
CONTRACT 101:	PLUMBING
CONTRACT 102:	HVAC
CONTRACT 103:	ELECTRICAL

E. Project Manual.

F. List of Drawings: See the first sheet of the drawing set, for the listing of drawings. Each and every drawing is included and integral to each Prime Contract.

G. Definition of Extent of Prime Contract Work: The Contract Documents indicate the extent of each prime contract. Except where the Contract Drawings contain a more specific description, general names and terminology on the Drawing and in the Specification Sections determine which prime contract includes a specific element of the Project.

1.5 WORK RESTRICTIONS AND SCHEDULE

A. All work will be conducted in a sequence (refer to the Milestone Phasing Chart within Specification Section 010150, structured to minimize interference with the activities of the Fire

Ststion's personnel, and structured to permit the facilities to be occupied during construction and renovations at the existing buildings.

B. Each Prime Contractor is responsible for providing adequate manpower as needed throughout the course of the Project to maintain the overall construction schedule and milestone dates.

C. **Work hours for the building shall be between the hours of 7:00 AM and 7:00 PM daily.** All work to be coordinated with and approved by the Fire Department through the General Trades Contractor. Activity and access shall be confined to the designated staging and construction areas. All exits and escape windows shall be maintained at all times. Activity in the staging area shall be conducted in a manner that causes minimal disruption to daily operations. Any work that requires disruption to the building entries, exits, utilities, etc. shall be coordinated with and approved by the Fire Department through the GTC, and will be required to be performed on off hours.

D. All additional costs for overtime or second or third shift work required by any Contractor to ensure work completion in accordance with the project completion dates, will be the responsibility of the Contractor. There will be no additional compensation paid to the Contractors, for working 2nd and/or 3rd shift work, when needed to complete the project per the schedule. The Contractor shall plan all labor, materials (including long lead items), equipment and subcontractors as needed to complete work in accordance with the project completion schedule, including punch list completion.

E. Nonsmoking: Smoking is not permitted within the buildings.

F. PROJECT SCHEDULE-

1. All work of this Project, is required to be Substantially Complete by no later than the dates listed in the milestone phasing schedule found within Specification Section 010150.

1.6 CONTRACTOR USE OF PREMISES

A. General: The Contractors shall limit their use of the premises to the Work areas indicated in the Contract documents.

B. Use of the Site: Limit use of the premises to work areas indicated in the Contract documents. Confine operations to areas within Contract limits indicated. Do not disturb portions of the site beyond the areas in which the work is indicated.

1. Occupancy: Allow for Fire Department occupancy and use of the existing building during construction. The Fire Department Staff will occupy the site and existing building. The Contractors work will be coordinated with the Fire Department through the GTC to facilitate Contractor access to the building. Cooperate fully with the Fire Department during construction operations to minimize conflicts and facilitate Fire Department usage. Perform the work so as not to interfere with the Fire Department's operations.
2. Driveways and Entrances: At all times, keep driveways and entrances serving the premises clear and available. The fire station's employees and emergency vehicles. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
3. Before the start of construction, Contractors will be directed to a designated staging and parking areas.

C. Use of the Existing Building: Maintain the existing building in a serviceable and weather tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

1.7 OCCUPANCY REQUIREMENTS

A. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building prior to Substantial Completion, provided such occupancy does not interfere with completion of the work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total work. Cooperate fully with the Fire Department or representatives during construction operations to minimize conflicts and to facilitate Owner usage. Perform the work so as not to interfere with the dailyoperation.

1. Prior to partial Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy, the Owner will operate and maintain mechanical and electrical systems serving occupied portions of the building.
2. Upon occupancy, the Owner will assume responsibility for maintenance and custodial service for occupied portions of the building. **However, the fire department will not clean up behind contractors; responsibility for any debris caused by contractor operations remains with the respective Prime Contractors.**

1.8 COORDINATION

A. Each Contractor shall cooperate with and coordinate with all other Prime Contractors. This coordination is critical to avoid any delays in the overall completion of the schedule, that may result from the inability of the other Contractors or Suppliers to access the building or site to properly install their equipment within the time frame of the Construction Schedule.

1.9 CONTRACT DOCUMENTS

A. Each Prime Contractor is responsible for information provided in the Contract Drawings and specifications noted and attached within. Information may be indicated on one drawing or across several drawings. Consequently, **each and every Prime Contractor is responsible for information on each and every drawing** so listed on the enumeration of drawings on the first sheet of the Drawing set.

B. Comply with all Federal, Pennsylvania, local government, laws, codes, standards, rules and regulations including but not limited to; zoning, planning, fire, health, tax, insurance, safety, OSHA, criminal, building code, plumbing code, HVAC code, electrical code, utility company, traffic, labor, transportation and environmental.

C. It is the Contractors responsibility to carry out the full scope and coordination requirements of the work in his Contract in relation to all other Contracts as if they were "one."

D. Each Contractor is responsible for all work under his Contract, no matter on which drawing or specification that work appears. Information may be indicated on one drawing or across several drawings. Consequently, each and every Prime Contractor is responsible for information on each

and every drawing so listed on the enumeration of drawings on the cover sheet entitled "List of Drawings."

E. Where a specification section is assigned to only one Contract, the Contractor is responsible for the entire work of that section unless that section is modified to indicate that portions of the work are to be completed by others.

F. Where a specification section is assigned to more than one Contract, the Contractor is responsible for only the work of that section as it applies to the Work of his Contract.

1.10 ADDITIONAL NOTES TO CONTRACT DOCUMENTS

A. **The following notes are integral to each Prime Contract:**

1. All bidders are required to thoroughly review all information within the Contract Documents, as well as visit the project sites. Errors and omissions on the part of the bidder will not be cause for additional compensation.
2. All prime contractors should note that Performance Bonds, and Labor/Material Payment Bonds will be required of all awarded contractors for each contract.
3. Review section 012100 for Allowances that are included in each Prime Contractor's Scope of Work.
4. Review Section 012300 for Alternates that are included in each Prime Contractor's Scope of Work.
5. All Contractors are responsible for the layout and survey of their own work, unless otherwise noted elsewhere in the Contract Documents.
6. All Contractors are required to construct the project per the Milestone Schedule. Contractors must make the site and building for use by the Fire Department on or before the dates listed in Section 010150. All Contractors shall cooperate fully with the intentions of the plan. All Prime Contractors are specifically forewarned that any delays caused directly or indirectly by their acts, omissions, and/or failure to perform will result in the fire department, or its agents, completing the Prime Contractor's work by whatever means are needed to complete the work. The Prime Contractor causing the delay will be responsible for any and all costs associated with such issues including, but not limited to, Fire Department, Architectural, , Legal, and Inspections costs, plus costs submitted by Contractors hired to complete the Prime Contractor's work-in specific areas
7. Each Contractor shall provide any temporary shoring, bracing, supports, or protection systems needed to complete the work of their Contract. All Contractors are responsible, individually and collectively, for maintaining safe-working conditions at all times.
8. Dewatering is the responsibility of each contractor requiring it.
9. All Contractors are responsible for the safety of their own workers, Subcontractors and other personnel on site. Each and every Contractor is responsible for maintaining a safe work site, and for maintaining safe work procedures. Protect all facilities, personnel, public, and activity areas.
10. Each Contractor is required to implement and maintain a project specific safety program. Each Contractor shall submit their safety program to the GTC for review, prior to the start of the work of their Contract. The program shall include company safety philosophy, history, action plan, manuals, hazardous communications sheets, OSHA filings, MSDS sheets for all materials to be used on the project, safety meeting minutes and a reporting system for any accidents or injuries.

11. Each Prime Contractor and Subcontractor is responsible for providing adequate manpower as needed throughout the course of the project to maintain the overall construction schedule and milestone dates.
12. Any changes which are submitted for additional work that are either requested by the owner /Architect/Engineer, or are contractor generated; will require detailed backup to be submitted for a proper review to be made. This detailed backup would include the following as example: 1) Labor: # of hrs X # of men X posted rate with benefits = total labor cost 2) Material: # of widgets X $dollars/widget = total material cost 3) Equipment: 1 manlift for # of days X rate/day = total equipment cost 4) Subcontractor quote: Attach subs quote which will also contain the same level of detail and backup stated above 5) Specified overhead/profit percentages = total OH&P 6) Grand total quotation = $_____. Any quote received in a "lump sum" format without a detailed cost breakout will be rejected and returned. Also, a contractor should be cautioned not to proceed with a change until written approval has been received from either the owner, or Architect/Engineer. Should a contractor proceed with a change without approval, he will have done so at his own risk without guarantee of payment.
13. All Prime Contractors are required to clean their own work area at the end of each workday. Each contractor will place the debris in an onsite dumpster. General waste dumpsters will be provided by the General Trades Prime Contractor, for use by all other prime contractors. Failure to comply with cleaning requirements will activate Owner remedies, including back charges to the responsible contractor(s). Advance notification is not required to implement these measures.
14. Each Contractor shall perform final cleaning of the project.
15. All Prime Contractors performing sub grade work shall request utility underground location stakeout well in advance of excavation beginning. A private Underground Utility Locating Contractor is also to be hired by a Prime Contractor who is performing sub grade work, so that locations of the Fire Departments' private underground utilities can be marked. Contractors will be responsible for maintaining all stakeout location marks throughout construction.
16. Backfilling and compaction of excavations required to perform subgrade work shall be the responsibility of the Contractor requiring the excavation. Coordinate backfilling and compaction with the Architect to assure proper scheduling of required testing.
17. The Fire Department has the right of first refusal for any equipment and/or materials being disposed of. The responsible Prime Contractor will be required to move items which are requested to be saved at their own expense, to a location designated by the Fire Department.
18. Control of dust, including hazardous or other nuisance particulates or fumes; must be maintained during all renovations. Each Contractor is to provide negative air-conditions in areas to minimize any exposure to dust and/or contaminants from migrating to other areas of the building. This is in conjunction with installing poly sheeting barriers or other temporary protection measures required.
19. Each Contractor shall be responsible for restoration of selective demolition of surfaces, unless otherwise noted in the Contract Documents. Walls shall be restored to a smooth uniform surface condition after selective demolition of items such as signs, tack strips, clocks, light fixtures, etc.
20. The wearing of hard hats is mandatory for all employees of a contractor, as well as other required personal protective equipment (PPE), in accordance with each Contractor's individual company safety plan. Should an individual be seen not utilizing these OSHA required safety items, that person will be given a first warning. If a second sighting occurs, the employee will be asked to leave the project without exception.

21. Alcohols, drugs, firearms, pornography, are strictly forbidden from the project. Possession or use of such will result in an immediate termination and permanent discharge from the project.
22. Each prime contractor is responsible for firestopping of all penetrations related to his work in accordance with applicable specification sections, Federal, State and Local code requirements.
23. Each prime contractor is responsible for temporary construction where indicated including the initial construction of temporary systems, removal of temporary systems when no longer required, restoration of new or existing construction affected by the temporary system, and final construction to complete the work.
24. Each prime contractor is responsible for providing joint sealants required for the work of his Contract as recommended by the manufacturer.
25. In the event there are questions regarding scope of work, the requirements outlined in Section 011200 Multiple Contract Summary shall supercede scope of work notations on the Contract drawings. It is of further importance to note that the work listed in this Section 011200 may exceed manufacturer's requirements, or may exceed requirement's of the technical specifications.
26. Each Prime Contractor is to survey existing work and conditions and submit to the Architect / owner a written list of damaged areas (e.g.: ceiling tiles) prior to commencing work. Any damaged areas not identified prior to start of work shall be the responsibility of the Contractor/Contractors working in that area. Each Prime Contractor shall return areas disturbed by their work activities to the condition prior to start of Work.
58. Each Prime Contractor must have a decision making representative present at each Progress Meeting. Other periodic meetings may also be scheduled which will be attended by the contractors onsite supervisor.

1.11 GENERAL REQUIREMENTS OF CONTRACTS

A. Extent of Contract: Unless the Agreement contains a more specific description of the work, names and terminology on Drawings and in Specification Sections determine which contract includes a specific element of Project.

1. Unless otherwise indicated, the work described in this Section for each contract shall be complete systems and assemblies, including products, components, accessories, and installation required by the Contract Documents.

2. Local custom and trade-union jurisdictional settlements do not control the scope of the work of each contract. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, affected contractors shall negotiate a reasonable settlement to avoid or minimize interruption and delays.

3. Trenches for the work of each contract shall be provided by each contract for its own work.

4. Cutting and Patching: Provided by each contractor for their own work.

5. Through-penetration firestopping for the work of each prime contract shall be provided by each contract.

1.12 SPECIFICATION FORMATS AND CONVENTIONS

A. Specifications are found within construction documents.

D. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.

2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

3. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRIME CONTRACTS, SCOPE OF WORK

Each Prime Contract is summarized, and the scope of work for this project includes the following:

2.1 Contract #100 General Trades including sitework

A. The General Trades Contractor (or subs) shall provide all material, labor, equipment, subcontractors, supervision, management, and administration required for the total performance of the work of this contract including, but not limited to the following:

1. Site staging area preparation, temporary fencing, and construction access. Restore all areas upon project completion.
2. Site removals.
3. Foundation excavation, backfill, and compaction.
4. Earthwork cuts, fills, and grading.
5. Removal and proper legal disposal offsite, of contaminated soils.
5. Curbing, stone sub-base, asphalt paving, and line striping.
6. Storm drainage, structures and piping.
7. Sanitary sewer.
8. Gas service.
9. Drilling of wells, installation of well pumps, and water service piping.
10. Site concrete work including sidewalks, aprons, and door pads.
11. Site signage, parking signage, and bollards.
12. Chain link fencing and gates.
13. Joint sealants all new sidewalks.
14. Topsoil spreading, rockhounding, and hydroseeding.
15. Plantings.
14. Site restoration.

B. Notes to - Contract #100.

a. All General trades contractors shall visit the site to verify and review existing conditions before estimating the cost of the project.

C. The above list is presented for general guidance only and does not necessarily cover the entire requirements of the project as shown on the drawings, details, and/or as specified hereinafter.

Contract #100 General Trades

A. The General Trades Contractor shall furnish all material, labor, equipment, subcontractors, supervision, management, and administration required for the total performance of the work of this contract including, but not limited to the following:

1. Selective demolition, and demolition of walls, ceilings, flooring, windows, doors/frames, etc.
2. Concrete foundations, reinforcing, and concrete slabs.
3. Masonry, CMU.
4. Structural steel and miscellaneous metals.
5. All rough carpentry, sheathing, blocking, and trusses.
6. All cabinetry, and countertops.
7. All roofing, roof insulation, vapor barrier, accessories, and roof specialties.
8. Caulking and joint sealants.
9. Metal wall panels
10. All doors, frames, windows, and hardware.
11. Firestopping.
12. All metal framing, drywall, and finishing.
13. Acoustical ceiling tile and grid.
14. All flooring and ceramic tile.
15. Painting.
16. Specialties such as toilet/bath accessories, signage, toilet partitions, and fire extinguishers & cabinets.
17. Furnishings such as window treatments.
18. Final cleaning.
19. Installation of the new Bus Lift, and related accessories.

B. Notes to General Trades Contract #100.

a. All General Trades bidders shall visit the site to verify and review existing conditions before estimating the cost of the project.

b. The General Trades Contractor (Contract #100) shall coordinate all selective demolition with the work of other Prime Contractors.

c. The General Trades (Contract #100) shall install louvers for all outdoor air-intake openings. Louvers are furnished by the HVAC Contractor (Contract #102).

d. The General Trades Contractor #100 is responsible for caulking of all louvers, lintels and any other material penetrating masonry work.

e. The General Trades (Contract #100) shall provide all rough carpentry blocking required for the project unless specifically defined in other prime contractor's scope of work.

f. The General Trades (Contract #100) shall provide all necessary floor patching and leveling to receive new floor finishes as indicated on the finish plans.

g. The General Trades (Contract #100) is responsible to build all emergency exit ways, temporary partition walls, or fire rated partitions where needed; along with maintenance, removal, and restoration of existing finishes when completed.

h. As time is of the essence on this project, it is critical that the General Trades Contractor provides his shop drawings, submittals, and color/samples within three weeks of signing the contract.

i. The General Trades Contractor (Contract #100) shall perform the final cleaning of the project before the facilities are turned over to the Owner for their use. At that time, the General Trades Contractor will contract a professional cleaning service to perform the final cleaning service.

C. The above list is presented for general guidance only and does not necessarily cover the entire requirements of the project as shown on the drawings, details, and/or as specified hereinafter. The General Trades Prime Contractor shall provide a complete system.

2.2 Contract #101 Plumbing

A. The Plumbing Prime Contractor shall provide all material, labor, equipment, subcontractors, supervision, management, and administration required for the total performance of the work of this contract including, but not limited to the following:

1. Demolition such as removal of fixtures, roof drains, pumps, piping & valves, waste/vent/storm piping, and gas piping.
2. Sawcutting of concrete slab, then excavation, backfill, and compaction required for underslab piping; and re-pouring concrete at the sawcut areas to restore to original slab elevation and tolerance.
3. Concrete equipment pads and reinforcing.
4. Plumbing fixtures and equipment.
5. Installation of the Bus Wash Equipment, and all piping and related accessories.
6. Supports and hangers for all Plumbing related items.
7. New CW/HW/waste/vent/storm/gas piping, equipment, and accessories.
8. Plumbing insulation.
9. Plumbing identification labeling of piping, and equipment.
10. Testing, adjusting, balancing, certifications, and owner training.

B. Notes to Plumbing Work Contract #101

a. All plumbing bidders shall visit the site to verify and review existing conditions before estimating the cost of the project.

b. All excavation work will be restored to grade and compacted according to Division 31 in the Specifications.

c. Plumbing Contract #101 is responsible for all final connections to plumbing equipment and mechanical equipment.

d. The Plumbing Contract #101 shall fire caulk & fire safe as necessary any place its contract penetrates a fire rated system; not limited to hangers, supports, pipe etc... and in accordance with industry standard and all building codes.

e. The Plumbing Prime Contractor shall provide any and all temporary shoring, bracing, support, or protection systems necessary to expedite their work requirements.

f. The Plumbing Contractor is responsible for patching any holes or openings left in existing walls from the removal of old fixtures, valves, piping, or other plumbing items. Patch to match existing adjacent surfaces.

g. In the event there is a piping gap on the Contract drawings, the Plumbing Prime Contractor shall provide complete connections as reasonably inferable from the drawings and in the sizing indicated both horizontally and vertically to provide a complete system.

h. As time is of the essence on this project, it is critical that the Plumbing Contractor provides his equipment and other submittals within three weeks of signing the contract.

i. The Plumbing contractor is to remove and reinstall ceilings as required for his own work in all building areas that are not specifically called to be removed and/or replaced by others.

j. Plumbing Contract #101 shall provide coordinated drawings showing his services, overlaid with other services to be installed by the HVAC and Electrical prime contractors.

k. All other prime contractors are to coordinate their penetrations through the roof with the General Trades Contractor's roofing subcontractor. The GT's roofing subcontractor will cut the deck, then flash the new penetration to the existing or new roofing systems.

l. The Plumbing Prime Contractor will be responsible to coordinate with the General Trades Contractor's roofing subcontractor for scheduling the plumbers setting of new roof drains.

m. Painting exposed plumbing piping in mechanical rooms & boiler rooms shall be by the Plumbing prime contractor.

C. The above list is presented for general guidance only and does not necessarily cover uirements of the project as shown on the drawings, details, and/or as specified hereinafter. The Plumbing Prime Contractor shall provide a complete system.

2.3 Contract #102 Heating, Ventilating & Air Conditioning (HVAC)

A. The HVAC Prime Contractor shall provide all material, labor, equipment, subcontractors, supervision, management, and administration required for the total performance of the work of this contract including, but not limited to the following:

1. HVAC demolition including removal of boilers, mechanical units, fans, pumps, HVAC piping, underslab radiant floor heat piping, and controls.
2. Concrete equipment pads and reinforcing.
3. Mechanical equipment.
4. Supports and hangers for all HVAC related items.
5. Ductwork and accessories.
6. HVAC piping.
7. HVAC insulation.

8. Louvers.
9. Registers, grilles and diffusers.
10. Direct Digital Controls, controls wiring/conduit, and controls system devices.
11. HVAC identification labeling of ductwork, piping, and equipment.
12. Testing, adjusting, balancing, certifications, and owner training.

B. Notes to HVAC Contract #102

a. All HVAC bidders shall visit the site to verify and review existing conditions before estimating the cost of the project.
b. The HVAC Contract #102 shall fire caulk & fire safe as necessary any place its contract penetrates a fire rated system. Penetrations may include but not be limited to: hangers, supports, duct, pipe etc.
c. The HVAC Contractor shall provide adequate support and protection of the existing HVAC systems until such time as the new systems are in place and ready for use by the Fire Department.
b. The HVAC Contractor is responsible for patching any holes or openings left in existing walls which were from the removal of old thermostats, piping, ductwork or other mechanical items. Patch to match existing adjacent surfaces.
c. The HVAC Contractor is to provide all conduit, raceway, wire mold, and control wiring to provide new controls at new locations.
d. In the event there is a duct or piping gap on the Contract drawings; the HVAC Contractor (Contract #102) shall provide complete connections as reasonably inferable from the drawings and of the sizing indicated both horizontally and vertically to provide a complete system.
e. As time is of the essence on this project, it is critical that the HVAC Contractor provides all shop drawings and mechanical equipment submittals within three weeks of signing the contract.
f. The General Trades (contract #100) shall install louvers for all outdoor air-intake openings. Louvers are furnished by the HVAC Contractor (Contract #102).
g. The HVAC contractor is to remove and reinstall ceilings as required for his own work in all building areas that are not specifically called to be removed and/or replaced by others.
h. HVAC Contract #102 shall provide coordinated drawings showing his services, overlaid with other services to be installed by the Plumbing and Electrical prime contractors.
i. Coordinate cutting all penetrations through the roof with the General Trades Contractor's roofing subcontractor. The GT's roofing subcontractor will then cut the deck then flash all curbs and penetration to existing roofing systems.
j. Painting exposed piping & ductwork in mechanical rooms & boiler rooms shall be by the HVAC prime contractor.

2.4 Contract #103 Electrical

A. The Electrical Prime Contractor shall furnish all material, labor, equipment, subcontractors, supervision, management, and administration required for the total performance of the work of this contract including, but not limited to the following:

1. Temporary electric power and lighting.
2. Excavation, backfill, and compaction for new site lighting and conduit.

3. Site lighting poles and concrete bases.
4. Concrete equipment pads & reinforcement.
5. Electrical demolition such as lighting, devices, conduit, wire, breakers, panels, fire alarm systems, and phone/data wiring and equipment.
6. Disconnection of all mechanical equipment scheduled for removal.
7. All required conduit, wire, breakers, panels, service gear, transformers & devices.
8. Power distribution systems including disconnect switches, starters, combo starters, and variable frequency drives.
9. Power and connections to all new and/or reinstalled equipment that is furnished by other prime contractors.
10. Fire alarm system tie-ins and devices.
11. Lighting, and emergency lighting.
12. Electrical identification and labeling.
13. Testing, adjusting, certifications, and owner training
14. Data wiring & equipment.

C. Notes to Electrical Contract #103

a. All electrical bidders shall visit the site to verify and review existing conditions before estimating the cost of the project.

b. The Electrical Contractor shall contact the power company for all services, temporary or permanent, obtain all necessary permits and pay any and all fees associated with the Electric Prime Contract Scope of Work.

c. Coordinate all electrical sitework with the General Trades contractor. All electrical work on drawings is the responsibility of the Electrical Contractor #103, including all final connections to the building services.

d. The Electrical Contractor #103 shall provide adequate support and protection of the existing electric services, lighting, etc. until such time as the new systems are in place and ready for use by the Owner.

e. The Electrical Contractor #103 shall relocate any and all existing electric services, phone/data, fire alarm devices and any other electrical systems or devices to facilitate the Project work at no additional cost to the Owner.

f. During the course of construction in renovated areas, the owner or architect may issue field directives to the Electrical Contractor #103 to relocate existing electrical conduit to progress work of the Project. The Electrical Contractor shall comply with the request at no additional cost to the Owner.

g. Coordinate cutting all penetrations through the roof with the General Trades Contractor's roofing subcontractor. The GT's roofing subcontractor will be responsible to flash to existing roofing systems.

h. The Electrical Contractor will fire caulk or fire safe any penetrations that will run through a fire rated system.

i. The electrical contractor shall furnish, maintain, and remove all power necessary for temporary electric. Electrical Contractor will provide temporary power to all trades with no maximum amperage. All power connections will be relocated as deemed necessary by the Architect at no additional cost to the owner.

j. The Electrical Contract #107 shall be responsible for coordination of all systems changeovers. All shut downs and changeovers shall occur at off hours and shall be coordinated with the GTC by at least 48-hour notification, and approved prior to start of the work. Coordinate all electrical work installations with the GTC. The Electrical Contractor shall remove all temporary electrical systems at the end of construction.

k. For all ceiling work; the Electrical Contract #103 shall remove, store and reinstall existing lighting, or add new lighting and associated circuits back to nearest available circuit breaker; including all conduit, conductors, connectors, breakers, hangers and labels as required by the contract documents.

l. The Electrical Contract #103 shall provide coordinated drawings showing his services, overlaid with ductwork and piping services to be installed by the HVAC and Plumbing prime contractors.

m. Where items that are removed by the Electrical Contractor which create holes, the electrician will install replacement cover plates that match existing color and finish; or remove existing anchors, then patch the holes and finish to match existing surfaces.

n. The Electrical contractor is to remove and reinstall ceilings as required for his own work in all building areas that are not specifically called to be removed and/or replaced by others.

o. The Electrical Contractor (Contract #103) is responsible to infill and replace all necessary ceiling tiles in order to provide a complete ceiling system when removing existing light fixtures, fire alarm devices, speakers, or other electrical related ceiling devices.

p. The Electrical Contractor (Contract #103) is responsible to provide surface raceway and/or wire mold for electrical installations in existing spaces, ONLY if it is not possible to run the new electrical and install boxes inside the existing walls. Generally all conduit and boxes must be concealed, unless it has been found to be impossible to do so due to existing conditions.

q. The Electrical Contractor (Contract #103) is solely responsible for bringing all power to all new and existing devices.

r. Painting exposed conduit in mechanical rooms & boiler rooms shall be by the Electrical prime contractor.

D. The above list is presented for general guidance only and does not necessarily cover the entire requirements of the project as shown on the drawings, details, and/or as specified hereinafter. The Electrical Prime Contractor shall provide a complete system.

END OF SECTION 011200

SECTION 012000 – PAYMENT PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements governing each subcontractor's Applications for Payment.

1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, Submittal Schedule, and List of Contracts.

B. Related Sections: The following Sections contain requirements that relate to this Section.

1. Schedules: The Contractor's Construction Schedule and Submittal Schedule are specified in Section 013300 Submittals.

1.3 SCHEDULE OF VALUES

A. Coordination: Each Subcontractor shall coordinate preparation of its Schedule of Values for its part of the Work with preparation of the Contractors' Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:

a. Contractor's Construction Schedule.
b. Application for Payment forms, including Continuation Sheets.
c. List of subcontractors.
d. Schedule of alternates.
e. Schedule of submittals.

2. Submit the Schedule of Values to the GTC within 7 days of receipt of the Letter of Intent. It is the intent of this Specification that the Contractor's Progress Schedule will be completed and accepted by the the Architect and Owner prior to Architect Certification of subcontractors first Payment Application.

B. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values.

1. Identification: Include the following Project identification on the Schedule of Values:

a. Project name and location.

b. Name of the Architect.
c. Project number.
d. Subcontractor's name and address.
e. Date of submittal.

2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:

a. Related Specification Section or Division.
b. Description of Work.
c. Name of subcontractor.
d. Name of manufacturer or fabricator.
e. Name of supplier.
f. Change Orders (numbers) that affect value.
g. Dollar value.

1) Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

3. Provide a labor and material breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items, and also by Labor and Material. Include a separate line item in application for:

a. Bonds
b. Insurance
c. Supervision
d. Mobilization/De-Mobilization
e. Submittals
f. Close-out
g. Housekeeping
h. Final Cleaning
i. Allowance

4. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.

5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.

a. Differentiate between items stored on-site and items stored off-site. Provide insurance and bonded warehousing for items stored off-site.

6. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

7. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.4 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as reviewed and recommended by the General Trades Contractor, and certified by the Architect and paid for by The Owner.

1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

B. Payment Application Times: Each progress-payment date is indicated in the Agreement. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

C. Payment Application Forms: Use AIA Document G732, and Continuation Sheets G703 as the form for Applications for Payment.

1. Separate Continuation Sheets shall be provided for work that takes place on each building, which will detail that portion of the contract that is attributable to the specific building.

D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. Incomplete applications will be returned without action.

1. All Prime Contractors will be required to submit a draft copy by e-mail to the GTC by the 20th of the month for review. After the draft copy is reviewed by the CM/Owner/Architect/Engineer, the contractor will be notified to make corrections (if any) found. Once notified, the contractor will submit by the 25th of the month, five (5) original signed and notarized copies with all required attachments including: two (2) copies of Certified Payroll Reports, signed lien waiver (see section 004300). Should the contractor miss the required monthly submission dates, the payment application would be considered late and would be payable in the next months cycle.

2. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.

3. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

4. Each Application for Payment should be accompanied by the Contractors update to their activities on the Project Progress Schedule, indicating the extent of completed work. Also include a copy of the updated submittal schedule if the submittal process is not 100% complete.

E. Transmittal: Submit Five (5) original signed and notarized original copies of each Application for Payment to the GTC by a method ensuring receipt within 24 hours, including waivers of lien and other required attachments (see 1.4, D.1 above).

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Owners representative.

F. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics liens from subcontractors, sub-subcontractors and suppliers for the construction period covered by the previous application.

1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.

2. When an application shows completion of an item, submit final or full waivers.

3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.

b. Submit final Applications for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.

4. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.

G. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following (see also section 004300 for the "Front End Submittal Log"). The initial payment application will not be processed until all of these actions and submittals have been received by the Owner When preliminary submissions are received with the initial application (items 4 and 7), the final submission for these items must be received and approved by the Owner prior to submission of the second application for payment.

1. List of subcontractors.
2. List of principal suppliers and fabricators.
3. Schedule of Values.
4. Contractor's Construction Schedule (preliminary if not final).
5. Schedule of principal products.
6. Schedule of Unit Prices.
7. Submittal Schedule (preliminary if not final).
8. List of Contractor's staff assignments.
9. List of contractor's principal consultants.
10. Copies of Building permits.
11. Copies of authorizations and licenses from governing authorities for performance of the Work.
12. Initial progress report.
13. Report of pre-construction meeting.
14. Certificates of insurance and insurance policies.

15. Performance and payment bonds.
16. Contract Agreement fully executed by the Subcontractor.
17. Initial settlement survey and damage report, if required.

H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.

1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

2. Administrative actions and submittals that shall precede or coincide with this application include:

a. Occupancy permits and similar approvals.
b. Warranties (guarantees) and maintenance agreements.
c. Test/adjust/balance records.
d. Maintenance instructions.
e. Meter readings.
f. Startup performance reports.
g. Changeover information related to Owner's occupancy, use, operation, and maintenance.
h. Final cleaning.
i. Application for reduction of retainage and consent of surety.
j. Advice on shifting insurance coverages.
k. Final progress photographs.
l. Detailed list of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.

I. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

1. Completion of Project closeout requirements.
2. Completion of items specified for completion after Substantial Completion.
3. Ensure that unsettled claims will be settled.
4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
5. Transmittal of required Project construction records to the Owner.
6. Certified property survey.
7. Proof that taxes, fees, and similar obligations were paid.
8. Removal of temporary facilities and services.
9. Removal of surplus materials, rubbish, and similar elements.

1.5 PROGRESS PAYMENTS

Progress payments shall be for the period ending the last day of the month.

Not later than 45 days following the end of the period covered by the Application for Payment, ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety-five percent (95%) of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in

writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner. Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents, shall be paid.

PART 2 PRODUCTS
Not Used

PART 3 EXECUTION
Not Used

END OF DOCUMENT 012000

SECTION 012100 – ALLOWANCES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements governing allowances.

1. Certain items are specified in the contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:

1. Contingency allowances.

C. Related Sections include the following:

1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling change Orders for allowances.
2. Divisions 02 through 49 Sections for items of Work covered by allowances.

1.3 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the work.

B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Architect from the designated supplier.

1.4 SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 CONTINGENCY ALLOWANCES

A. Use of allowances is only as directed by the Architect for the Owner's purposes, and only by Change Orders that indicate amounts to be charged to the allowance.

B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under an allowance are included in the allowance and are part of the original Contract sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.

C. A Contractor should not assume that when a Request For Proposal (RFP) is received, that it will automatically be assigned for use of an allowance. The use of allowances is at the owner's discretion. See specification section 011200, 2.12, Item 16 for mandatory requirements of how a contractor is to submit a quotation, regardless if an allowance is to be used or not.

D. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs.

E. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.7 UNUSED MATERIALS

A. Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.

1. If requested by Architect, prepare unused material for storage by Owner when it is not economically practical to return the material for credit. If directed by Architect, deliver unused material to Owner's storage space. Otherwise, disposal of unused material is Contractor's responsibility.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with other contractual materials and work, to ensure that each allowance item is completely integrated and interfaced with related work.

B. When an allowance is requested to be used, the following procedures will apply:

a. A Request For Proposal (RFP) to obtain a detailed quotation from the prime contractor. Once the contractor's proposal is received, it will then be reviewed by the Architect and Owner for possible acceptance.

b. A Construction Change Authorization, instructing the prime contractor to proceed immediately with the work on a Time and Material (T&M) basis.
   1. Time and Material work will require the contractor to have a T&M sheet filled out daily, and signed by the GTC. The T&M sheet must note the number of men and their separate work classifications (IE: laborer, mason, carpenter, etc), each material used listed with quantities, equipment used listed and hours used, subcontractor(s) used (if any) with a similar T&M breakout, etc.
   2. When the T&M work is completed, the prime contractor will be required to submit the signed T&M sheets with applicable pricing filled out and back up provided such as material invoices, subcontractor backup, etc. If there are T&M sheets from multiple days, the contractor will be required to list each sheet on a summary page which totals the labor, materials, and equipment used.

C. Once a prime contractor has either submitted a quotation for an RFP, or they have submitted their final T&M summary and backup; a Change Order Request (COR) will be generated by the GTC for signature by the Architect and Owner. Once this document is fully signed, an AIA G701 Change Order will be generated for final acceptance of the change, or acceptance of an Allowance Disbursement. Once the AIA Change Order document is fully signed, the approved amount can be billed by the contractor on the next payment application cycle.

3.3 SCHEDULE OF ALLOWANCES

A. GENERAL TRADES CONTRACT # 100
   1. Allowance No. **GT-100**: Include a contingency allowance in the amount of: Five Thousand Dollars $5,000.00 to be used at the owner's discretion.

B. PLUMBING CONTRACT # 101
   1. Allowance No. **P-101**: Include a contingency allowance in the amount of: Two thousand dollars ($2,000.00) to be used at the owner's discretion.

C. HVAC CONTRACT # 102
   1. Allowance No. **H-102**: Include a contingency allowance in the amount of: Two thousand Dollars ($2,000.00) be used at the owner's discretion.

D. ELECTRICAL CONTRACT # 103
   1. Allowance No. **E-103**: Include a contingency allowance in the amount of: Two Thousand Dollars ($2,000.00) to be used at the owner's discretion.

END OF SECTION 012100

SECTION 012600 – CONTRACT MODIFICATION PROCEDURES

GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

B. Related Sections include the following:

1. Division 01 Section "Allowances" for procedural requirements for handling and processing allowances.
2. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
2. Within five (5) days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
c. Include costs of labor and supervision directly attributable to the change.
d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and

finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

1.5 ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

1. Include installation costs in purchase amount only where indicated as part of the allowance.
2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.

B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within twenty-one (21) days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than twenty-one (21) days after such authorization.

1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

1.6 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.7 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

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

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

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 013100 – PROJECT MANAGEMENT AND COORDINATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for project meetings, including, but not limited to, the following:

1. Pre-construction conferences.
2. Pre-installation conferences.
3. Progress meetings.
4. Coordination meetings.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Section 013216 Project Schedule for procedures for coordinating project meetings with other construction activities.

2. Section 013300 Submittals for submitting the Contractor's Construction Schedule.

1.3 PRECONSTRUCTION CONFERENCE

A. The General Trades Contractor (GTC) will schedule a pre-construction conference before starting construction, at a time convenient to the Owner and the Architect, but no later than 5 days after execution of the Agreement. Hold the conference at the Project Site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

B. Attendees: Authorized representatives of the Owner, Architect, and their consultants; the Contractor and its superintendent shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.

C. Agenda:

1. Distribution of Construction Manuals and Contract Documents.
2. Designation of responsible personnel.
3. Initial submittals: Work by Contractor, subcontractor list and product list.
4. Construction phasing and construction schedule.
5. Use of premises
6. Construction facilities and controls.
7. Survey/building layout.

8. Security.
9. Housekeeping/Safety.
10. Procedures and processing of field decisions, submittals, substitutions, applications for payment, proposal requests, change orders, and Contract closeout procedures.
11. Project meetings.

D. Reporting: GTC shall prepare and issue minutes to attendees within 5 days of the meeting.

1.4 PREINSTALLATION CONFERENCES

A. When required by an individual Specification Section or by the Architect or Owner a pre-installation conference will be held prior to commencement of work for that Section.

B. Attendees: The Architect, Owner, Contractor and such others directly affecting or affected by the work of that Section. Advise the GTC and Architect of scheduled meeting dates. Provide at least 5 days prior written notice of meeting dates, so that all required attendees can attend.

1. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for the following:

a. Contract Documents.
b. Options.
c. Related Change Orders.
d. Purchases.
e. Deliveries.
f. Shop Drawings, Product Data, and quality control samples.
g. Review of mockups.
h. Possible conflicts.
i. Compatibility problems.
j. Time schedules.
k. Weather limitations.
l. Interior environment conditions (e.g.- temperature, humidity, lighting, airborne dust, etc.)
m. Manufacturer's recommendations.
n. Warranty requirements.
o. Compatibility of materials.
p. Acceptability of substrates.
q. Temporary facilities.
r. Space and access limitations.
s. Governing regulations.
t. Safety.
u. Inspecting and testing requirements.
v. Required performance results.
w. Recording requirements.
x. Protection.

2. Record significant discussions and agreements and disagreements of each conference, and the approved schedule. Promptly distribute the record of the meeting to everyone concerned, including the Owner, and the Architect.

3. Do not proceed with the installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

4. Reporting: Contractor or Installer shall issue minutes to attendees, Owner and Architect. Distribute copies of meeting minutes to all attendees at least 5 days prior to work starting.

1.5 PROGRESS MEETINGS

A. GTC will schedule and administer Project Progress Meetings throughout the duration of the project. Such meetings will be held bi-weekly or as otherwise determined by the GTC until Substantial Completion is achieved.

B. The meeting will focus on the construction activities, as well as on administrative activities, and shall be attended by project managers.

C. GTC will preside at all meetings, record minutes and distribute copies to participants within five days after the meeting.

D. Location of Meetings: TBD

E. Attendance: Presence at these meetings shall be MANDATORY for the contractor. Others in attendance with the GTC may include the Architect and Owner. Sub-subcontractors or Suppliers shall attend only by specific prior arrangement with the GTC

F. Minimum Agenda will include:

1. Review of submittal schedule and status of submittals.
2. Review of work completed since previous project meeting.
3. Subcontractor's planned progress for succeeding work period.
4. Review of pending issues and discussions.
5. Identification of current field observations and problems requiring decisions.

END OF DOCUMENT 013100

SECTION 013200 – CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This section includes the Administrative and Supervisory requirements necessary for the development and updating of the project schedule and general project coordination.

B. Related Sections: The following Sections contain requirements that relate to this section:

1. Section 013100 Project Management and Coordination for progress meetings, coordination meetings, and pre-installation conferences.
2. Section 013300 Submittal Procedures for preparing and submitting the Subcontractor's construction schedule.
3. Section 016000 Product Requirements for coordinating general installation.
4. Section 017700 Closeout Procedures for coordinating contract closeout.

1.3 PROJECT SCHEDULE

A. Schedule Development

1. Each Contractor shall coordinate through the General Trades Contractor (GTC), the scheduling of their work with the other contracts so that the project is completed on schedule with minimum interference to the Owners operation and schedule.
2. The milestone activity schedule dates (Spec Section 010150) being part of this contract, shall be the basis for the subcontractor's detailed schedule.
3. The Contractor's detailed schedule shall be submitted by the subcontractor, in a form acceptable to the GTC, within five (5) days after Notice to Proceed is issued and before the first progress payment is certified.
4. The detailed schedule shall be a fully developed, horizontal bar chart type, Contractor's construction schedule on a time scale depicting in logical sequence all activities, descriptions, durations, interrelationships, and dependencies required for completion of the work. The activities shall have costs, quantities and manpower resources (by craft) assigned as acceptable to the GTC. Activities shall include

engineering, fabrication, delivery, installation, and testing. The level of detail shall be such that no activity has a duration longer than twenty (20) working days, except for shop fabrication activities. Each schedule shall clearly define the activity description and provide:

a. Original duration and remaining duration
b. Early start/early finish
c. Late start/late finish
d. Actual start/actual finish
e. Total float
f. Percent complete
g. Resources
h. Critical path designation

5. The GTC will meet with the Contractor's representative to review, expand and modify the project schedule to portray the specific plan of operation envisioned by the subcontractors, in compliance with the project milestone dates.

6. All completion dates shown shall be within the period specified for contract completion, and in compliance with all intermediate milestones. The project schedule shall show the sequence and interdependence of activities required for complete performance.

7. It is intended that the coordinated project schedule reflect the Contractors' actual plan of operation for the prosecution of the work. Revision, expansions and modifications to each of the Contract activities, will be at the direction of the GTC. This project schedule may need to be revised to accommodate work interfaces between the subcontractors.

8. Upon completion of the coordinated project schedule, all Contractors agree that this schedule is the designated plan for completion of all work in the allotted time, and each subcontractor will assume full responsibility for the prosecution of work as shown. All subcontractors shall indicate formal acceptance of the schedule by signing the finalized schedule. Sign-off of Final schedule is required for certification of initial payment application.

9. Coordinate the contractor's construction schedule with the Schedule of Values, List of Contracts, Submittal Schedule, Progress Reports, Payment Requests and other schedules.

B. Project Schedule Progress Update

1. The Contractor shall furnish the GTC with an updated detailed schedule bi-monthly, at the time that the progress payment request is presented. The updated schedule shall indicate progress to date for each activity, including, all changes. Any activities or dates, which have been added, deleted or modified, shall be circled to highlight the change. The Contractor shall provide detailed reasons for changes and their effects to their activities and activities of other Contractors.

2. Updated manpower and man-hour forecasts for the work, numerically and graphically by month and by craft, shall be submitted quarterly with the monthly updated schedule presented at that time.

3. If the contract completion or other critical milestone dates are forecast as being later than the date specified in the contract, the subcontractor shall submit a recovery plan by which he proposes to bring the work back on schedule. The plan shall indicate revised manpower and equipment/material requirements.

4. If the Contractor misses any of the contract milestones, a recovery plan shall be submitted to the GTC within 72 hours. The plan shall indicate increased manpower/equipment loading, use of premium time, and required modifications to other activities. The plan shall indicate intermediate schedule activity dates to allow monitoring of the recovery.

5. The Contractor's Superintendent shall attend weekly coordination and scheduling meetings held by the GTC at the jobsite. Weekly work plans shall be submitted to the GTC prior to the meeting.

6. If the Contractor desires to revise the logic of the approved coordinated project schedule, so as to reflect a sequence of construction which differs from that originally agreed to, he must first obtain the approval of the GTC and all subcontractors whose work may be affected by the changes, and then must obtain the approval of the Owner. If this change extends the completion date of the project or delays the work of other trades, the subcontractor agrees that these impacts and all associated costs will be assessed against the Contractor initiating the change and will not be the basis for a project time extension.

1.4 PROJECT COORDINATION

A. Coordination

1. General: Contractors working in association with the GTC shall coordinate construction activities included under various sections of these specifications to ensure efficient and orderly installation of each part of the work. Coordination includes but is not limited to:

   a. Schedule work progress with all trades throughout the project to prevent interferences.

   b. Accomplish work in a manner that will allow each trade adequate time at the proper stage of construction to perform work of the contract.

   c. Furnish copies of final shop drawings to each subcontractor or supplier whose work is related to work shown on shop drawings. Resolve all problems of connected, adjacent or otherwise related work.

   d. In case of conflicts due to improper coordination by any subcontractor, GTC resolution will be final. No compensation will be awarded for extra work required to resolve conflicts.

B. Installation

1. Work shall be installed in accordance with the approved composite drawings. Any work fabricated or installed prior to full approval which must be reworked to fulfill coordination objectives, as determined by the Architect will not constitute a basis of claim for extra compensation.

PART 2 PRODUCTS
Not Used

PART 3 EXECUTION
Not Used

END OF DOCUMENT 013200

SECTION 013300– SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Requirements:

1. Section 01 20 00 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
2. Section 01 32 00 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.

D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.

    a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

4. Format: Arrange the following information in a tabular format:

    a. Scheduled date for first submittal.
    b. Specification Section number and title.
    c. Submittal category: Action; informational.
    d. Name of subcontractor.
    e. Description of the Work covered.
    f. Scheduled date for Architect's and Owner final release or approval.
    g. Scheduled date of fabrication.
    h. Scheduled dates for purchasing.
    i. Scheduled dates for installation.
    j. Activity or event number.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.

1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.

    a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.

3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.

4. Coordiuate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

   a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.

2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.

3. Resubmittal Review: Allow 15 days for review of each resubmittal.

4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.

5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to the Contractor.

D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect and Owner
3. Include the following information for processing and recording action taken:

   a. Project name.
   b. Date.
   c. Name of Architect.
   d. Name of Contractor.
   e. Name of subcontractor.
   f. Name of supplier.
   g. Name of manufacturer.
   h. Submittal number or other unique identifier, including revision identifier.

i. Number and title of appropriate Specification Section.
j. Drawing number and detail references, as appropriate.
k. Location(s) where product is to be installed, as appropriate.
l. Other necessary identification.

4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect and Owner observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

   a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect and GTC.

5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return without review and discard submittals received from sources other than Contractor.

   a. Transmittal Form for Paper Submittals: Use AIA Document G810.

   b. Transmittal Form for Paper Submittals: Provide locations on form for the following information:

      1) Project name.
      2) Date.
      3) Destination (To:).
      4) Source (From:).
      5) Name and address of Architect.
      6) Name of Contractor.
      7) Name of firm or entity that prepared submittal.
      8) Names of subcontractor, manufacturer, and supplier.
      9) Category and type of submittal.
      10) Submittal purpose and description.
      11) Specification Section number and title.
      12) Specification paragraph number or drawing designation and generic name for each of multiple items.
      13) Drawing number and detail references, as appropriate.
      14) Indication of full or partial submittal.
      15) Transmittal number.
      16) Submittal and transmittal distribution record.
      17) Remarks.
      18) Signature of transmitter.

E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

   1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.

   2. Name file with submittal number or other unique identifier, including revision identifier.

a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).

3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.

4. Transmittal Form for Electronic Submittals: Use software-generated form from electronic project management software acceptable to Owner, containing the following information:

a. Project name.
b. Date.
c. Name and address of Architect.
d. Name of Contractor.
e. Name of firm or entity that prepared submittal.
f. Names of subcontractor, manufacturer, and supplier.
g. Category and type of submittal.
h. Submittal purpose and description.
i. Specification Section number and title.
j. Specification paragraph number or drawing designation and generic name for each of multiple items.
k. Drawing number and detail references, as appropriate.
l. Location(s) where product is to be installed, as appropriate.
m. Related physical samples submitted directly.
n. Indication of full or partial submittal.
o. Transmittal number, numbered consecutively.
p. Submittal and transmittal distribution record.
q. Other necessary identification.
r. Remarks.

5. Metadata: Include the following information as keywords in the electronic submittal file metadata:

a. Project name.
b. Number and title of appropriate Specification Section.
c. Manufacturer name.
d. Product name.

F. Options: Identify options requiring selection by Architect.

G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.

2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Post electronic submittals as PDF electronic files directly to Project Web site and Architect's FTP site specifically established for Project.

   a. Architect, will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

2. Submit electronic submittals via email as PDF electronic files.

   a. Architect, will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

3. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Architect will return two copies.

4. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect will not return copies.

5. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

   a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
   b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

    a. Manufacturer's catalog cuts.
    b. Manufacturer's product specifications.
    c. Standard color charts.
    d. Statement of compliance with specified referenced standards.
    e. Testing by recognized testing agency.
    f. Application of testing agency labels and seals.
    g. Notation of coordination requirements.
    h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:

    a. Wiring diagrams showing factory-installed wiring.
    b. Printed performance curves.
    c. Operational range diagrams.
    d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before or concurrent with Samples.
6. Submit Product Data in the following format:

    a. PDF electronic file.
    b. Three paper copies of Product Data unless otherwise indicated. Architect, through GTC will return two copies.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

    a. Identification of products.
    b. Schedules.
    c. Compliance with specified standards.
    d. Notation of coordination requirements.
    e. Notation of dimensions established by field measurement.
    f. Relationship and attachment to adjoining construction clearly indicated.
    g. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.

3. Submit Shop Drawings in the following format:

    a. PDF electronic file.
    b. Two opaque (bond) copies of each submittal. Architect, will return one copy(ies).

c. Three opaque copies of each submittal. Architect will retain two copies; remainder will be returned.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.

2. Identification: Attach label on unexposed side of Samples that includes the following:

   a. Generic description of Sample.
   b. Product name and name of manufacturer.
   c. Sample source.
   d. Number and title of applicable Specification Section.
   e. Specification paragraph number and generic name of each item.

3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.

4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

   a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
   b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

   a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect, will return submittal with options selected.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

   a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.

1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.
5. Submit product schedule in the following format:

a. PDF electronic file.
b. Three paper copies of product schedule or list unless otherwise indicated. Architect, through GTC, will return two copies.

F. Coordination Drawing Submittals: Comply with requirements specified in Section 01 31 00 "Project Management and Coordination."

G. Contractor's Construction Schedule: Comply with requirements specified in Section 01 32 00 "Construction Progress Documentation."

H. Application for Payment and Schedule of Values: Comply with requirements specified in Section 01 20 00 "Payment Procedures."

I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01 77 00 "Closeout Procedures."

J. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

K. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

L. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

M. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

N. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

O. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

P. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

Q. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

R. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

S. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

T. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

U. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

V. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors nsed in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Project Closeout and Maintenance Material Submittals: See requirements in Section 01 77 00 "Closeout Procedures."

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S AND OWNERS ACTION

A. Action Submittals: Architect and Owner will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

B. Informational Submittals: Architect awill review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 01 33 00

SECTION 014000– QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
4. Specific test and inspection requirements are not specified in this Section.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

D. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

E. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

F. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Qualification Data: For Contractor's quality-control personnel.

C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:

1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect.

D. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.

E. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.

1. Project quality-control manager may also serve as Project superintendent.

F. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

G. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:

1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
3. Owner-performed tests and inspections indicated in the Contract Documents, including tests and inspections indicated to be performed by the Commissioning Authority.

H. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

I. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.6 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.

12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.7 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:

a. Provide test specimens representative of proposed products and construction.
b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.

f. When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, through GTC with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect or Owner.
2. Notify Architect and Owner seven days in advance of dates and times when mockups will be constructed.
3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
4. Demonstrate the proposed range of aesthetic effects and workmanship.
5. Obtain Architect's and Owners approval of mockups before starting work, fabrication, or construction.

a. Allow seven days for initial review and each re-review of each mockup.

6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
7. Demolish and remove mockups when directed unless otherwise indicated.

1.8 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.

3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

   a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.

4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 33 00 "Submittal Procedures."

D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

F. Testing Agency Responsibilities: Cooperate with Architect, Owner and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect, Owner, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify

agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.

1. Distribution: Distribute schedule to Owner, Architect and Owner, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.9 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in Statement of Special Inspections attached to this Section, and as follows:

B. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections and in Statement of Special Inspections attached to this Section, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.

2. Notifying Architect, Owner and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.

3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect, through GTC with copy to Contractor and to authorities having jurisdiction.

4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.

5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.

6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's and Owners reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 73 00 "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

SECTION 016000– PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Requirements:

1. Section 01 21 00 "Allowances" for products selected under an allowance.
2. Section 01 23 00 "Alternates" for products selected under an alternate.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.

2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Form of Approval: As specified in Section 01 33 00 "Submittal Procedures."
b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 01 33 00 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.

2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.

2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.

2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.

3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.

2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.

3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

4. Where products are accompanied by the term "as selected," Architect will make selection.

5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

3. Products:

a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.

b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

4. Manufacturers:

a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.

b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 01 25 00 "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.

2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.

3. Evidence that proposed product provides specified warranty.

4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.

5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

SECTION 017329 – CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes procedural requirements for cutting and patching.

B. Related Sections include the following:

1. Divisions 02 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
2. Division 07 Section "Penetration Firestopping" for patching fire-rated construction.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 SUBMITTALS

A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:

1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
3. Products: List products to be used and firms or entities that will perform the Work.
4. Dates: Indicate when cutting and patching will be performed.

5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.

1.5 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that, results in increased maintenance or decreased operational life or safety. Operating elements include the following:

1. Primary operational systems and equipment.
2. Air or smoke barriers.
3. Fire-suppression systems.
4. Mechanical systems piping and ducts.
5. Control systems.
6. Communication systems.
7. Conveying systems.
8. Electrical wiring systems.
9. Operating systems of special construction in Division 13 Sections.

C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that, results in increased maintenance or decreased operational life or safety. Miscellaneous elements include the following:

1. Water, moisture, or vapor barriers.
2. Membranes and flashings.
3. Exterior curtain-wall construction.
4. Equipment supports.
5. Piping, ductwork, vessels, and equipment.
6. Noise- and vibration-control elements and systems.

D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential

interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.6 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

3.3 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.

5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.

6. Proceed with patching after construction operations requiring cutting are complete.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

a. Clean piping, conduit, and similar features before applying paint or other finishing materials.

b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

   a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01 73 29

SECTION 017700 – CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

1.3 ACTION SUBMITTALS

A. Product Data: For cleaning agents.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest control inspection.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.

3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Owner. Label with manufacturer's name and model number where applicable.

   a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architects signature for receipt of submittals.

5. Submit test/adjust/balance records.
6. Submit sustainable design submittals not previously submitted.
7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.

2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.

3. Complete startup and testing of systems and equipment.

4. Perform preventive maintenance on equipment used prior to Substantial Completion.

5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 01 79 00 "Demonstration and Training."

6. Advise Owner of changeover in heat and other utilities.

7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.

8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

9. Complete final cleaning requirements, including touchup painting.

10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 01 29 00 "Payment Procedures."

2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.

4. Submit pest-control final inspection report.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection

or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:

    a. Project name.
    b. Date.
    c. Name of Architect and
    d. Name of Contractor.
    e. Page number.

4. Submit list of incomplete items in the following format:

    a. MS Excel electronic file. Architect will return annotated file.
    b. PDF electronic file. Architect will return annotated file.
    c. Three paper copies. Architect will return two copies.

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.

2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.

3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.

d. Remove tools, construction equipment, machinery, and surplus material from Project site.
e. Remove snow and ice to provide safe access to building.
f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
h. Sweep concrete floors broom clean in unoccupied spaces.
i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
k. Remove labels that are not permanent.
l. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
    1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report on completion of cleaning.
p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
q. Leave Project clean and ready for occupancy.

C. Pest Control: Comply with pest control requirements in Section 01 50 00 "Temporary Facilities and Controls." Prepare written report.

D. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 50 00 "Temporary Facilities and Controls."

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.

2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

    a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 01 77 00

SECTION 02 41 19 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.

B. Related Requirements:

1. Section 01 10 00 "Summary" for restrictions on use of the premises, Owner-occupancy requirements and phasing requirements.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.

B. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at Project site.

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For refrigerant recovery technician.

B. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and for noise control. Indicate proposed locations and construction of barriers.

C. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building managers and other tenants' on-site operations are uninterrupted.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Use of elevator and stairs.
5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

D. Predemolition Photographs or Video: Submit before Work begins.

E. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.7 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

1.8 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. Hazardous materials will be removed by Owner before start of the Work.
2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

E. Storage or sale of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

1.9 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

1.10 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

C. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

D. Survey of Existing Conditions: Record existing conditions by use of measured drawings, preconstruction photographs or video.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Owner will arrange to shut off indicated services/systems when requested by Contractor.

2. Arrange to shut off utilities with utility companies.

3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.

   a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
   b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
   c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
   d. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.

3.3 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.

2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.

3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.

4. Cover and protect furniture, furnishings, and equipment that have not been removed.

5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 01 50 00 "Temporary Facilities and Controls."

B. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.

2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.

3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.

5. Maintain fire watch during and for at least 24 hours after flame-cutting operations.

6. Maintain adequate ventilation when using cutting torches.

7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.

8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

9. Dispose of demolished items and materials promptly.

B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.

B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.

C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.

D. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.

E. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings." Do not use methods requiring solvent-based adhesive strippers.

F. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight.

1. Remove existing roof membrane, flashings, copings, and roof accessories.
2. Remove existing roofing system down to substrate.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction

1. Do not allow demolished materials to accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

4. Comply with requirements specified in Section 01 74 19 "Construction Waste Management and Disposal."

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 02 41 19

DRAFT

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

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

«Samples»
«»

THE OWNER:
(Name, legal status and address)

«»
«»

THE ARCHITECT:
(Name, legal status and address)

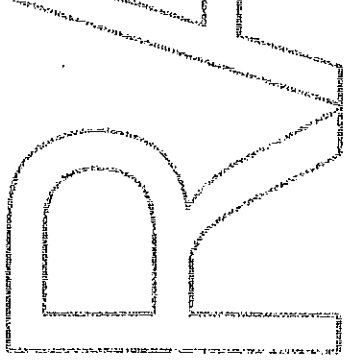
«»
«»

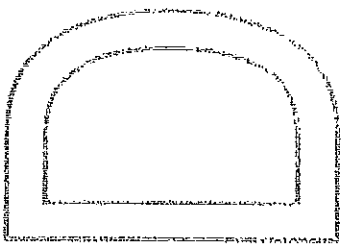
TABLE OF ARTICLES

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

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

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





ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

INDEX
(Topics and numbers in bold are section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7, 14.1, 15.2
Addenda
1.1.1, 3.11
Additional Costs, Claims for
3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, 13.5
Additional Insured
11.1.4
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8, 7.3.8
All-risk Insurance
11.3.1, 11.3.1.1
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7, 9.10, 11.1.3
Approvals
2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.5.1
Arbitration
8.3.1, 11.3.10, 13.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.4, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2
Architect's Additional Services and Expenses
2.4, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.4, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1, 5.2.1, 11.4.1
Binding Dispute Resolution
9.7, 11.3.9, 11.3.10, 13.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1
Boiler and Machinery Insurance
11.3.2
Bonds, Lien
7.3.7.4, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3
Certificates of Inspection, Testing or Approval
13.5.4
Certificates of Insurance
9.10.2, 11.1.3
Change Orders
1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.3.9
Claims, Definition of
15.1.1
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, 15.1.4
Claims for Additional Time
3.2.4, 3.7.4, 6.1.1, 8.3.2, 10.3.2, 15.1.5
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Claims Subject to Arbitration
15.3.1, 15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4
Commencement of the Work, Definition of
8.1.2
Communications Facilitating Contract Administration
3.9.1, 4.2.4
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7
Compliance with Laws
1.6, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, 6
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.3
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 11.3.9, 14
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, 9.1, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5
Contract Sum, Definition of
9.1
Contract Time
3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5
Contract Time, Definition of
8.1.1

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction Schedules
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contractor's Employees
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8
Contractor's Relationship with the Architect
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
9.7
Contractor's Right to Terminate the Contract
14.1, 15.1.6
Contractor's Submittals
3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3
Contractual Liability Insurance
11.1.1.8, 11.2
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.2.5, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.7
Costs
2.4, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Damages for Delay
6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.3, 2.4, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1
Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2, 11.1.2
Emergencies
10.4, 14.1.1.2, 15.1.4
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Equipment, Labor, Materials or
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.5, 15.2.5
Failnre of Payment
9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.3.1, 11.3.5, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
Fire and Extended Coverage Insuraace
11.3.1.1
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials
10.2.4, 10.3
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, 3.18, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, 11.3.7
Information and Services Required of the Owner
2.1.2, 2.2, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.5
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2
Instruments of Service, Definition of
1.1.7
Insurance
3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 11
Insurance, Boiler and Machinery
11.3.2
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 11.1.2
Insurance, Loss of Use
11.3.3
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.3
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Interest
13.6
Interpretation
1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12, 15.1.4
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 13.7, 15.4.1.1
Limitations of Liability
2.3, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2
Limitations of Time
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15
Loss of Use Insurance
11.3.3
Material Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 15.2.8
Mediation
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1
Minor Changes in the Work
1.1.1, 3.12.8, 4.2.8, 7.1, **7.4**
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2, 11.3.1
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.3, 2.4, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Notice
2.2.1, 2.3, 2.4, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7, 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1
Notice, Written
2.3, 2.4, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14, 15.2.8, 15.4.1
Notice of Claims
3.7.4, 10.2.8, **15.1.2**, 15.4
Notice of Testing and Inspections
13.5.1, 13.5.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.2.2, 9.6.6, 9.8, 11.3.1.5
Orders, Written
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Information and Services Required of the
2.1.2, **2.2**, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, **11.3**, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Owner's Authority
1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Financial Capability
2.2.1, 13.2.2, 14.1.1.4
Owner's Liability Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.4, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.3
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, **9.9**, 11.3.1.5
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3, 13.7, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.7.4, 9.6.7, 9.10.3, **11.4**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1231056983)

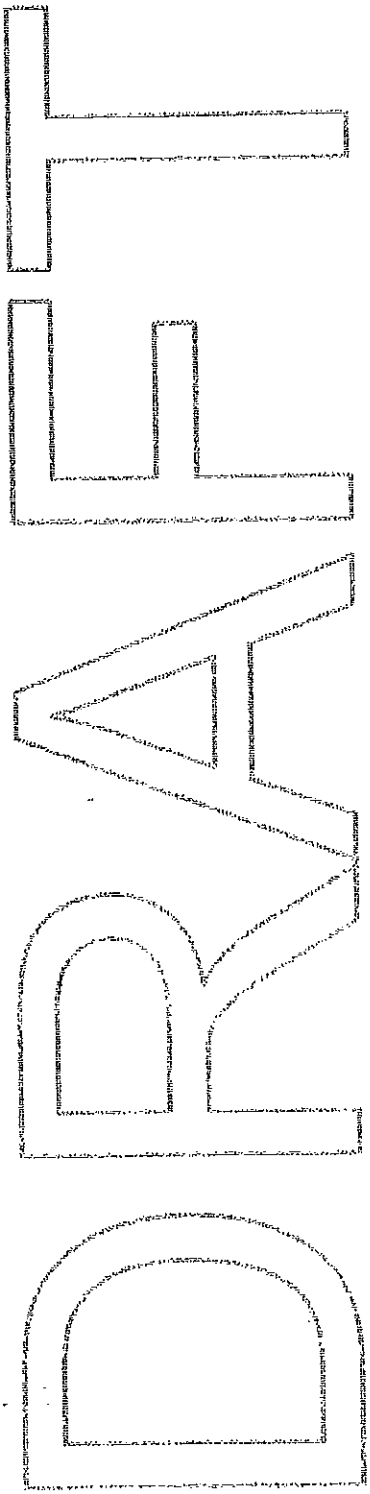
Performance Bond and Payment Bond
7.3.7.4, 9.6.7, 9.10.3, **11.4**
Permits, Fees, Notices and Compliance with Laws
2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.3
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.3**
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4
Rejection of Work
3.5, 4.2.6, 12.2.1
Releases and Waivers of Liens
9.10.2
Representations
3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, 13.4, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, **10.2**, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Special Inspections and Testing
4.2.6, 12.2.1, 13.5
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.11, **3.12.10**, **3.17**, 4.2.14
Statute of Limitations
13.7, 15.4.1.1
Stopping the Work
2.3, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

Subrogation, Waivers of
6.1.1, 11.3.7
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
4.1.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3
Surety
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7
Surety, Consent of
9.10.2, 9.10.3
Surveys
2.2.3
Suspension by the Owner for Convenience
14.3
Suspension of the Work
5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.7.4
Termination by the Contractor
14.1, 15.1.6
Termination by the Owner for Cause
5.4.1.1, 14.2, 15.1.6
Termination by the Owner for Convenience
14.4
Termination of the Architect
4.1.3
Termination of the Contractor
14.2.2
TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1, 12.2.1, 13.5
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5
Time Limits
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 13.7, 15.1.2
Title to Work
9.3.2, 9.3.3
Transmission of Data in Digital Form
1.6
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 7.3.4
Use of Documents
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.4.2
Waiver of Claims by the Contractor
9.10.5, 13.4.2, 15.1.6
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6
Waiver of Consequential Damages
14.2.4, 15.1.6
Waiver of Liens
9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, 11.3.7
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7
Weather Delays
15.1.5.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Notice
2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, 13.3, 14, 15.4.1

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

Written Orders	1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2



AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732386997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056993)

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and 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 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 solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and 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, Architect and the Architect's consultants.

§ 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.

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732306997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 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.

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

§ 2.2.4 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.

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

§ 2.3 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, except to the extent required by Section 6.1.3.

§ 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 ten-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.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

§ 3.1.3 The Contractor shall not be relieved of 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1916, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall 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. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. 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.

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

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

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

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.

§ 3.5 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, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 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. 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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§ 3.9 SUPERINTENDENT

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days 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. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project 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 Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

§ 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.

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

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from 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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

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.

§ 3.15 CLEANING UP

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and 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

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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732306997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The 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.

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, 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) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

§ 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 has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of 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 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.

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

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732305997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

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

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

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

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity 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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

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; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The 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. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly 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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

the Owner's or separate contractor's 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 be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, 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.

§ 7.3 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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1916, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

.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.

§ 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 overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 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; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

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

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

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

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, 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.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; 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.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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, before 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.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732306987_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

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

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or 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.

§ 9.4 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, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, 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 amonnt certified. However, the issuance of a Certificate for Payment will not be a representatiou 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 may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732306997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

.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; or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 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.

§ 9.6 PROGRESS PAYMENTS

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

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and 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 Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect,

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, 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 the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's 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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the Law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect 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.

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

.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of special warranties required by the Contract Documents.

§ 9.10.5 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.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

§ 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.

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, 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 either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS
§ 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 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.

§ 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. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

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

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for 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 the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall 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. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by 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.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S 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 without optional deductibles. 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.

§ 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.

§ 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 effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 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 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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

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. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, 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. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732306997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

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

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

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

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

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

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

§ 13.4 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.

§ 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

§ 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 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.

§ 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.

§ 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.

§ 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

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

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the 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.

§ 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

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

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

§ 14.4.2 Upon receipt of 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 for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

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, 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.

§ 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 and the Owner shall continue to make payments in accordance with the Contract Documents. 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. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 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 indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim 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 at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of 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 mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

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

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

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

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

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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

§ 15.4 ARBITRATION

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

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

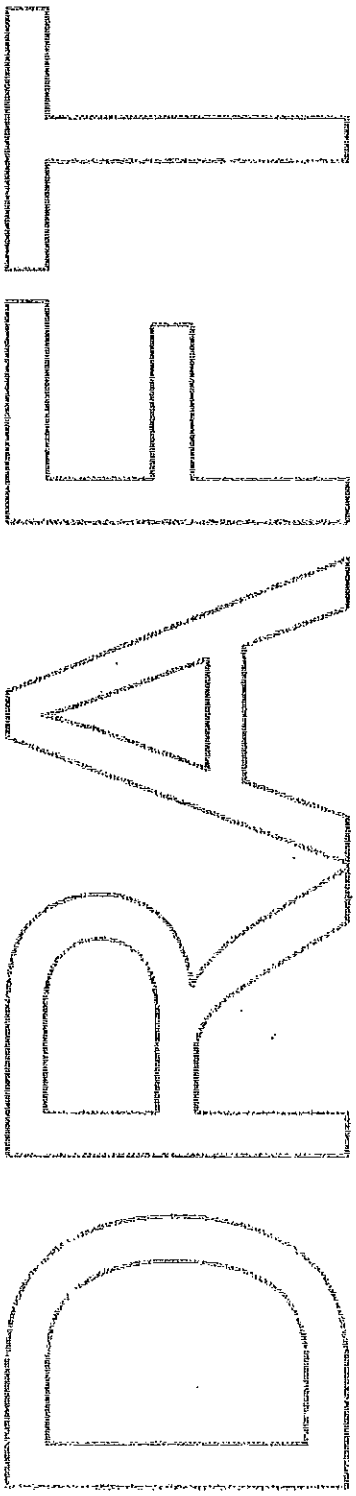
§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially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

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
(1333056983)
User Notes:

additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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



AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

DRAFT

AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

« »« »
« »

SURETY:
(Name, legal status and principal place of business)

« »« »
« »

OWNER:
(Name, legal status and address)

« »« »
« »

CONSTRUCTION CONTRACT
Date: « »
Amount: $ « »
Description:
(Name and location)
« Samples»
« »

BOND
Date:
(Not earlier than Construction Contract Date)
« »
Amount: $ « »
Modifications to this Bond: [« »] None [« »] See Section 18

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:	« »« »	Name and Title:	« »« »

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

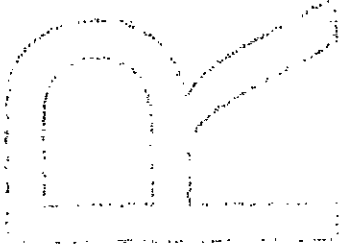
OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

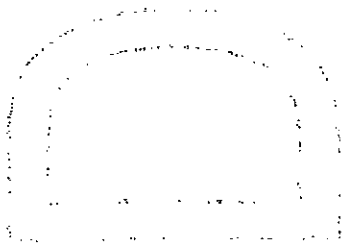
« »
« »
« »
« »
« »
« »

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

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

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





ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AIA Document A312™ – 2010 Payment Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:09:25 on 03/24/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(927887482)

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

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

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

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

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

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

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

.2 have sent a Claim to the Surety (at the address described in Section 13).

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

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

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

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

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

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

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

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

AIA Document A312™ – 2010 Payment Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA™ Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA™ Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:09:25 on 03/24/2017 under Order No.0732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(927887482)

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

AIA Document A312™ – 2010 Payment Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:09:25 on 03/24/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(927887432)

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

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

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

§ 18 Modifications to this bond are as follows:

« »

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

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:	« »« »	Name and Title:	« »« »
Address:	« »	Address:	« »

AIA Document A312™ – 2010 Payment Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:09:25 on 03/24/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(927887482)

DRAFT

AIA® Document A701™ – 1997

Instructions to Bidders

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

THE OWNER:
(Name, legal status and address)
« »« »
« »

THE ARCHITECT:
(Name, legal status and address)
« »« »
« »

TABLE OF ARTICLES

1 DEFINITIONS

2 BIDDER'S REPRESENTATIONS

3 BIDDING DOCUMENTS

4 BIDDING PROCEDURES

5 CONSIDERATION OF BIDS

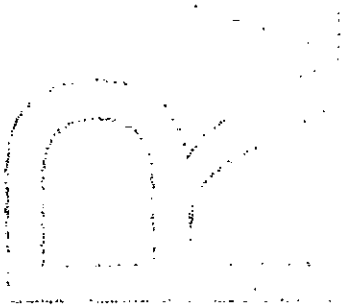
6 POST-BID INFORMATION

7 PERFORMANCE BOND AND PAYMENT BOND

8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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.



ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AIA Document A701™ – 1997. Copyright © 1970, 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 17:00:35 on 02/14/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1749565762)

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

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

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

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

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

AIA Document A701™ – 1997. Copyright © 1970, 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 17:00:35 on 02/14/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1749565762)

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

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

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

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

§ 3.3 SUBSTITUTIONS

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

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a 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.

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

§ 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

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

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

AIA Document A701™ – 1997. Copyright © 1970, 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 17:00:35 on 02/14/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1749565762)

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

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

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

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

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

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

§ 4.2 BID SECURITY

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

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

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

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

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

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

AIA Document A701™ – 1997. Copyright © 1970, 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 17:00:35 on 02/14/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1749565762)

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

§ 5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2 OWNER'S FINANCIAL CAPABILITY

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

§ 6.3 SUBMITTALS

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

.1 a designation of the Work to be performed with the Bidder's own forces;

.2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and

.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

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

AIA Document A701™ – 1997. Copyright © 1970, 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 17:00:35 on 02/14/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1749565762)

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

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

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

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

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

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

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

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

AIA Document A701™ – 1997. Copyright © 1970, 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 17:00:35 on 02/14/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1749565762)

AFFIRMATIVE ACTION CERTIFICATION

During the term of this contract, Bidder agrees as follows:

Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of payor other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.

Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will received consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it; such factor shall be considered in mitigation in determining appropriate sanctions.

Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures. Bidder shall comply with all state and federal laws prohibiting

discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not posses documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Date _____

_____
(Name of Bidder)

By _____

Title _____

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term " segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub- contractors prior to the award of sub-contracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE _____

_____
(Name of Bidder)

By _____

Title _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that

1. He is _____
(Owner, partner, officer, representative or agent)

of _____, the Bidder that has submitted the bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF SCRANTON (Local Public Agency) or any person interested in the proposed Contract; and;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

NONCOLLUSION AFFIDAVIT
SIGNATURE PAGE

SIGNED _____

_____
TITLE

SUBSCRIBED AND SWORN TO BEFORE ME
THIS _____ DAY OF _____ _____

_____
Title

MY COMMISSION EXPIRES _____

SECTION 004123 – BID FORM, CONTRACT # 101 Plumbing

Project Name: City of Scranton Fire Department Facility Improvements

Name of Bidder: Scranton Electric Heating & Cooling Service, Inc. Phone: 570-343-6370

Address: 800 Sanderson St. Throop PA 18512

Email: Harold@sehcs.com Fax: 570-483-4844

In compliance with the Instructions to Bidders, the undersigned, hereby proposes to furnish all labor, supplies, materials and equipment to construct the Project, within the times specified, as per the Drawings and Specifications and other Contract Documents for the following amount:

Seventy Five Thousand Eight Hundred and Thirty Four

(Written Amount)

Dollars ($75,834.00)

(Figures)

Indicate BASE BID amount in both words and numerals. The amount indicated in numerals shall govern if a discrepancy exists.

ALLOWANCES:

- Reference Specification Section 01 21 00 "Allowances", for values that apply to each Prime Contract, and are included in the above BASE BID amount.

BID SECURITY:

- Attached hereto is a Bid Bond in the amount of ten percent (10%) of the Base Bid.

UNIT PRICES: None

EXHIBIT "B"

ALTERNATE:

- Indicate in the spaces provided below the amount to be added to the BASE BID if the Owner accepts an alternate as described in Division 01 Specification Section 012300 "Alternates".
- Include in the amount of the Alternates, all labor, materials, overhead and profit, modification of Work specified in Contract Documents, and additional work required by all trades that may be required for the ALTERNATE. Refer to Division 00 Specification Section "INSTRUCTIONS TO BIDDERS" and Division 01 Specification Section "Alternates".

OPTION ALTERNATES:

- Alternates are hereby designated as Option Alternates in accordance with the Instructions to Bidders by the addition of "O/A" following the Alternate number.

Engine #2 Alt. #002 - Furnish and install new sink in Kitchen

Engine #7 Alt. #004 - Furnish and install new sink in Kitchen

Engine #8 Alt. #004 - Furnish and install new sink in Kitchen

Engine #10 Alt. #008 - Furnish and install new sink in Kitchen

Headquarters Alt. #003 - Furnish and install new sink in Kitchen

Rescue #1 Alt. #004 - Furnish and install new sink in Kitchen

ADD to the BASE BID, the sum of:

Engine #2 Alt. #002

One Thousand One Hundred and Twelve Dollars ($ 1,112.00)
(Written Amount) (Figures)

Engine #7 Alt. 004

One Thousand One Hundred and Twelve Dollars ($ 1,112.00)
(Written Amount) (Figures)

Engine #8 Alt. #004

One Thousand One Hundred and Twelve Dollars ($ 1,112.00)
(Written Amount) (Figures)

Engine #10 Alt. #008

One Thousand One Hundred and Twelve Dollars ($ 1,112.00)
(Written Amount) (Figures)

Headquarters Alt. #003

One Thousand One Hundred and Twelve Dollars ($ 1,112.00)
(Written Amount) (Figures)

Rescue #1 Alt. #004

One Thousand One Hundred and Twelve Dollars ($ 1,112.00)
(Written Amount) (Figures)

PREPARATION OF BID:

- All blanks on the bid form shall be legibly executed in a non-erasable medium.
- Reference the Instructions to Bidders for additional requirements.

POST-BID SUBMITTALS:

- The three (3) apparent low bidders for each prime contract shall provide the following information within 72 hours of receipt of bids upon request:
  - Comparable Product / Equivalent Request Form
  - Proposed Subcontractors Form

ADDENDA:

- The receipt of the following Addenda to the Contract Documents is acknowledged:

Addendum No. 1, dated 05/04/17

Addendum No. 2, dated 05/15/17

3 05/16/17

ACCEPTANCE AND EXECUTION OF CONTRACT:

- The undersigned affirms and agrees that this Proposal is a firm one which remains in effect and will be irrevocable for the period of time permitted by the Instructions to Bidders and applicable law. When written notice of acceptance of the Proposal is mailed or delivered to the undersigned within the time period, or anytime thereafter should the Proposal not be withdrawn, the undersigned agrees to execute the Agreement with the Owner and provide the required post-award submittals.

BID PROPOSAL FORM / SIGNATURE PAGE

For Individual Bidder

_____
Name of Bidder (Printed)

_____ _____
Witness (Signature of Individual)

Trading and doing business as*
Business Address

Tax Identification Number

*If fictitious or trade name is employed in conduct of business, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the individual proprietorship under Pennsylvania Law.

BID PROPOSAL FORM / SIGNATURE PAGE

For Partnership Bidder

*
(Name of Partnership)

_____
Name of General Partner (Printed)

By: _____
General Partner

_____
Witness

Business Address

Tax Identification Number

The partners constituting the partnership herein named are:

Partner	Address
Partner	Address
Partner	Address
Partner	Address

[Add additional lines for the names and addresses of additional Partners, if there are more than four Partners in the Partnership, by attaching an additional page or pages to this Bid.]

*If fictitious or trade name is employed by the partnership in conduct of its business, insert name here:

_____

Next, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the partnership under Pennsylvania Law.

BID PROPOSAL FORM / SIGNATURE PAGE

For Corporate Bidder

[Name of Contractor]

Scranton Electric Heating & Cooling Service, Inc.

(Print Name of Corporation)

Attest: Judith A. Newell

Signature of Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or other authorized representative**

Secretary Judith A. Newell

(Print name of representative)

By: [signature]

Signature of President, Vice President or other authorized representative*

Vice President Harold R. Newell

(Print name of representative)

Tax Identification Number 23-2466578

* If a representative other than the President or a Vice President of the Corporation signs this Bid on its behalf, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to execute this Bid on behalf of the Corporation.

** If a representative other than the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer attests to the signature of the corporate representative, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to attest to the execution of this Bid on behalf of the Corporation.

(1) Complete the following statement:

The Corporation has been organized and is existing under laws of the State/Commonwealth of Pennsylvania

(2) If Corporation has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

(3) If Corporation has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

BID PROPOSAL FORM / SIGNATURE PAGE

For Limited Liability Company (LLC) Bidder

_____
(Print Name of Limited Liability Company)

Attest:_____ By: _____
Signature of an authorized representative* Signature of an authorized representative**

Tax Identification Number _____

* The individual attesting verifies and represents that the person whose signature is affixed to this Bid on behalf of the Limited Liability Company (LLC) is duly authorized in accordance with the representations hereafter set forth.
** Check the box which applies to this Bid:
___The Certificate of Organization provides that LLC is to be managed by managers, and this Bid has been executed by a Manager fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.
___The Certificate of Organization does not provide that LLC is to be managed by managers, and this Bid has been executed by a Member fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.
___This Bid has been executed by a representative of the LLC who is not a Manager or a Member of the LLC, and instead who holds the office of _____ (insert title), and the execution of this Bid is fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.
The Bidder and the individuals signing and attesting to the execution of this document further represent that (1) execution of the Bid is carrying on business in the usual way; (2) the LLC authorizes the execution of this Bid even if execution and submission of this Bid is not carrying on business in the usual way for the LLC; and (3) to the best of the individuals' information and belief, the Owner has no knowledge of the Member's or the Manager's lack of actual authority, or of any applicable and relevant restriction on his or her authority.

Complete the following statement: The LLC has been organized and is existing under laws of the State/Commonwealth of _____.

If the LLC has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement: The LLC (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

If the LLC has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as

appropriate, the following statement: The LLC (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Scranton Electric Heating & Cooling Service Inc.
800 Sanderson St.
Throop, PA 18512

SURETY:
(Name, legal status and principal place of business)
Hartford Fire Insurance Company
707 Philadelphia Pike
Wilmington, DE 19809

OWNER:
(Name, legal status and address)
City of Scranton
340 North Washington Ave.
Scranton, PA 18503

BOND AMOUNT: $ 10% of total amount bid

PROJECT:
(Name, location or address, and Project number, if any)
City of Scranton Fire Department Facility Improvements Project
Plumbing Contract

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

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

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

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

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such

Init.
/
AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:34:03 on 05/09/2017 under Order No.6997610311_1 which expires on 12/22/2017, and is not for resale.
User Notes:
(1802391107)

statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26 day of May , 2017

	Scranton Electric Heating & Cooling Service Inc.
	(Contractor as Principal) *(Seal)*
(Witness)	*(Title)* VICE PRESIDENT
	Hartford Fire Insurance Company
	(Surety) *(Seal)*
(Witness)	*(Title)*
	Gina M. Pepe, Attorney-in-Fact

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:34:03 on 05/09/2017 under Order No.6997610311_1 which expires on 12/22/2017, and is not for resale.
User Notes:
(1802391107)

CONSENT OF SURETY

We, the undersigned surety, Hartford Fire Insurance Company

a corporation organized and existing under the State of Connecticut
are hereby authorized to do business in the State of Pennsylvania
do hereby consent and agree with City of Scranton

that if the foregoing proposal of Scranton Electric Heating & Cooling Service, Inc.

for City of Scranton Fire Department Facility Improvements Project
Plumbing Contract

be accepted and the contract timely awarded and executed by the Obligee and Principal, that we will, as surety, upon its being so awarded and entered into, become surety for the said project in the sum not to exceed 100% for the faithful performance of said contract.

Signed and dated: May 26, 2017

Hartford Fire Insurance Company
(Surety)

Gina M. Pepe

Gina M. Pepe
Attorney-in-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 *or fax:* 860-757-5835

Agency Name: ANDERSON & CATANIA SURETY SVCS LLC
Agency Code: 39-424361

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Richard G. Anderson, Nancy C. Buck, Joseph T. Catania, Brent D. Headley, Mary Lawrence, Denise A. Medlar, Gina M. Pepe of WILMINGTON, Delaware

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority

Nora M. Stranko
Notary Public
My Commission Expires March 31, 2018

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 26, 2017
Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President

NON-COLLUSION AFFIDAVIT OF BIDDER

STATE / COMMONWEALTH OF Pennsylvania

COUNTY OF Lackawanna

Harold R Newell, being duly sworn, deposes and says that:

(1) He is Vice President of Scranton Electric Heating & Cooling Service, Inc.,
(owner, partner, officer, representative, or agent) (company)
the Bidder who has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not collusive or sham Bid;

(4) Neither the said Bidder nor any if its officers, partners, owners, agents, representatives, employees or parties of interest, including the affiant, has, in any way, colluded, conspired, connived, or agreed to any of the following:

To work directly or indirectly with any other Bidder, firm or person to submit this Bid.

To collude in any way to submit or to have submitted a sham Bid for the Contract for which this Bid has been submitted.

To collude in any way to prevent another Bidder from bidding for this Contract.

To agree, collude, communicate or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid, or in the Bids of any other Bidder.

To fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder.

To secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the (owner) or any person(s) in the proposed Contract.

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest including this affiant.

S/

Vice President Title

Subscribed and sworn to before me this

26th day of May 2017.

BY: Michele S White

TITLE: Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MICHELE S WHITE
Notary Public
CITY OF SCRANTON, LACKAWANNA COUNTY
My Commission Expires Oct 13, 2019

Note: This document must be completed, signed, notarized and returned with your bid.

AFFIRMATIVE ACTION CERTIFICATION

During the term of this contract, Bidder agrees as follows:

Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of payor other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.

Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will received consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it; such factor shall be considered in mitigation in determining appropriate sanctions.

Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures. Bidder shall comply with all state and federal laws prohibiting

discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not posses documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Date 9-6-17

(Name of Bidder)

By _____

Title _____

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term " segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub- contractors prior to the award of sub-contracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE 9-6-17

(Name of Bidder)

By _____

Title _____

QUALIFICATIONS STATEMENT

Name and address of Contractor-Bidder: Scranton Electric Heating & Cooling Service, Inc.
800 Sanderson Street
Throop PA 18512

Submitted To: SCRANTON CITY

Regarding: FIRE DEPARTMENT FACILITY IMPROVEMENTS PROJECT

1. Companies bidding on this Project must submit as set forth in the Instructions to Bidders this Statement of Bidder's Qualification to Scranton City, hereinafter referred to as the "Owner."

2. Only Companies which are determined to be responsible contractors under applicable laws and the Contract Documents will be designated as qualified bidders at the time awards are made on the prime contracts offered on the Project.

3. The Instructions to Bidders and other Bidding Documents govern the Owner's consideration of this completed Statement of Bidder's Qualification.

4. All Bidders must complete this form and submit it with the Bid by answering all questions, and supplying the requested documents, using the spaces indicated (with additional pages if necessary) and attaching documents as required.

I. Capability

1. State your Company's name and the address of your Company's principal place of business (main office or headquarters).

Scranton Electric Heating & Cooling Service, Inc.

800 Sanderson St. Throop PA 18512

2. State the categories of work for which your Company desires to be considered on the above Project.

Plumbing

Mechanical

3. State your Company's form of organization (sole proprietorship, partnership, corporation, limited liability company, etc.).

Corporation

4. If your Company is a corporation, state:

a. Date of incorporation;

b. Place of incorporation;

c. Names and titles of all officers.

June 1987 Pennsylvania

Harold J. Newell, President

Harold R. Newell, Vice President

Judith A. Newell, Secretary & Treasurer

Use additional pages if necessary.

d. Provide the names of all your Company's subsidiaries, or parent organizations, and all affiliated organizations, giving the relationship of each to your Company.

N/A

Use additional pages if necessary.

5. If your Company is a limited liability company, state:

   a. Date of filing of the certificate of organization;

   b. State where filed;

   c. Names and titles of all officers, members and managers;

N/A

Use additional pages if necessary.

   d. Provide the names of all your Company's subsidiaries, or parent organizations, and all affiliated organizations, giving the relationship of each to your Company.

N/A

Use additional pages if necessary.

6. If your Company is a partnership (including a joint venture), state:

   a. Date of formation;

   b. Under which state's laws the partnership was formed;

   c. Whether partnership is general or limited;

   d. Names and home addresses of all partners (indicate any limited partners).

N/A

Use additional pages if necessary.

e. Names of all organizations controlled by your Company or any of its partners.

N/A

Use additional pages if necessary.

7. If your Company is a sole proprietorship, or some form of organization other than a corporation, an LLC, or partnership, attach the operating agreement or other documentation governing the activities of the organization, and state:

a. The type of organization and the date established;

b. Names and home addresses of each of the principals.

N/A

Use additional pages if necessary.

c. Names of all organizations controlled by your Company or any of its principals.

N/A

Use additional pages if necessary.

8. Regarding ownership and control

a. List all organizations and individuals who have a financial interest greater than 5% in your Company.

N/A

Use additional pages if necessary.

b. Identify any other organization or individual who controls or substantially influences the bidding or operation of your Company.

N/A

Use additional pages if necessary.

9. Provide the numbers, categories and locations of all employees and officers.

President -1, Office	Project Managers -2, Office	Pipefitter Workers -11, Field
Vice President -1, Office	Service Managers -2, Office	Carpenters -2, Field
Secretary -1, Office	Service Technicians -3, Field	Shop Workers -5, Shop
Administrative -4, Office	Sheetmetal Works -12, Field	

Use additional pages if necessary.

10. Is your Company currently registered to do business in Pennsylvania?

Yes

If not, do you have a pending application for registration?

11. Does your Company hold all necessary licenses to perform the work for which you desire to be considered for this Project? If so, identify those licenses.

State Of Pennsylvania PA Contractors # PA024104 Scranton 2004 City Of Wilkes Barre- MPH # 308

Wilkes Barre Twp. Plumbing # 2809 Wilkes Barre Twp. HVAC # 2810

If not, identify all pending applications for those licenses:

12. Identify all your Company's offices located in Dauphin, Cumberland, Perry and Lebanon Counties.

N/A

13. Identify all your Company's offices located elsewhere in the Commonwealth of Pennsylvania.

None

Use additional pages if necessary.

14. How many years has your Company been in business as a Contractor or Subcontractor under your present business name?

29 Years

15. List the years of experience your Company has in the construction of the type required for your contract:

a. as a prime contractor; and

29 Years

b. as a subcontractor.

29 Years

16. State:

a. The percentage of work normally completed using your own employees.

80%

b. The percentage of work your Company intends to complete itself on this Project.

80%

c. The nature of the work your Company will perform itself on this Project and the trades you will employ.

HVAC

Plumbing

Sheet Metal Workers

Pipe Fitters

Use additional pages if necessary.

d. The equipment that you own or lease that is available for work on the Project.

Owned Equipment:

Scissor lifts- size and age vary

Pipe Threading and Grooving Equipment- age varies

Leased Equipment:

Crane- will be sized based on the equipment being set.

Use additional pages if necessary.

e. The nature of the work which your Company would expect to subcontract on this Project.

Balancing Pipe Disinfecting

Insulation

ATC

Use additional pages if necessary.

f. The names and addresses of your Company's major suppliers for this Project

Insert 1

Use additional pages if necessary.

g. A list of all collective bargaining agreements to which you are bound.

None

Use additional pages if necessary.

17. List the three principal officers, administrators, managers and superintendents who will be assigned to the Project -- identification of qualifications, with specific attention to years in present position, years with your Company, years of construction experience, and magnitude and type of work.

Insert 2

Use additional pages if necessary.

18. Identify any work your Company has performed for the Owner for each, identify the location of project, nature of contract (prime, sub, etc.), contract amount, kind of work, and nature of project.

City Fire Departments - Air Filtration - Prime -36,000.00 -Maintenance

Use additional pages if necessary.

19. List other similar projects that your Company has performed in Pennsylvania (up to a maximum of seven of the most recent projects) -- for each, identify the name and address of owner, location of project, nature of contract (prime, sub, etc.), contract amount, kind of work, and nature of project. **You may refer to projects previously identified.**

Insert 3

Use additional pages if necessary.

20. List all of the other projects that involve the **same type of construction** that your company has completed, up to a maximum of seven of the most recent projects -- and for each, identify the name and address of owner, location of project, nature of contract (prime, sub, etc.), contract amount, kind of work, and nature of project. **You may refer to projects previously identified.**

Insert 4

Use additional pages if necessary.

21. List any projects awarded but which your Company failed to complete or on which your Company was declared to be in default -- identify dates, name and address of owner, name and location of project and kind of work, and the reasons the project was not completed.

N/A

Use additional pages if necessary.

22. List any projects for which your Company received change orders, settlements or awards exceeding 10% of the original value of the contract in the last five (5) years.

Insert 5

II. Financial Integrity

1. Upon Owner's request, your company shall provide a complete copy of its most recent financial statement, with an explanation of whether it is a certified statement or a compilation, and including but not limited to the following items:

   a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, materials and prepaid expenses), net fixed assets and other assets;

   b. Current liabilities (accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owners, accrued salaries, accrued payroll taxes), other liabilities, and capital (capital stock, authorized and outstanding shares, par values, earned surplus);

   c. Date of preparation, name and address of preparer;

   d. Identification and relationship to your Company of the organization whose financial statement is provided, if such organization is not the identical organization provided on page 1; and

   e. A statement as to whether the organization whose statement is provided will serve as your Company's guarantor under any contract for construction under this Project.

   Financial information identified as such and enclosed in a separate sealed envelope will be treated as confidential.

   If your company is an LLC with a corporate parent, or other subsidiary, and if your company intends to rely on the financial resources of the parent or other subsidiary, the Company must submit financial information for that entity as well at the same time.

   The Company agrees to provide the financial statement: ✔ Yes ___ No.

   A negative response shall be conclusively treated as nonresponsive and shall disqualify the Bidder.

2. Provide your Company's net working capital (current assets over current liabilities) and date of determination.

   Will submit if low bidder and it is requested

   Use additional pages if necessary.

3. Provide identification of all existing credit lines, with the name, address, and telephone number of the credit source, the total amounts of the lines, amounts drawn down, and amounts remaining.

   Will submit if low bidder and it is requested

   Use additional pages if necessary.

4. List the names of your Company's secured creditors, and the property subject to their security interests.

Will submit if low bidder and it is requested

Use additional pages if necessary.

5. List the names and addresses of your Company's three largest unsecured creditors.

Will submit if low bidder and it is requested

6. Provide the name, address, and telephone number of your Company's surety for the payment and performance bonds, total bonding capacity, and available bonding capacity.

Hartfort Insurance Company, 1000 Continental Dr. Suite 350, King of Prussia, PA Phone: 302-762-7599

We have a $7,500,000 single line with a total capacity of $12,000,000.

Use additional pages if necessary.

7. Has your Company, within the last three (3) years, been in a reorganization under Chapter 11 of the United States Bankruptcy Code, or in any other manner seeking an arrangement or debt adjustment with its creditors? If so, explain.

No

Use additional pages if necessary.

8. Identify any parent, subsidiary, or other company affiliated with your Company which has declared bankruptcy, or been placed into bankruptcy, in the last ten (10) years.

N/A

Use additional pages if necessary.

9. Have any of your officers or principal operating personnel been employed or associated with a company that has been in bankruptcy or ceased to operate at any time in the last ten (10) years? If so, state the person's name, title, and the name of the company involved.

N/A

Use additional pages if necessary.

10. List the name of the Project, the Owner, the Architect or Engineer, the total contract value, the date of completion, and the percentage of work completed with your own forces of the major construction projects which your Company **currently** has under construction, under contract and awarded. **You may refer to projects previously identified.**

Insert 6

Use additional pages if necessary.

11. List the name of the Project, the Owner, the Architect, the Engineer, the total contract value, the date of completion, and the percentage of work completed with your own forces of the major construction projects which your Company has **completed** in the last two (2) years. **You may refer to projects previously identified.**

Insert 7

12. List all unpaid obligations to local, state, or federal taxing authorities, including but not limited to income, withholding and unemployment taxes.

None

Use additional pages if necessary.

13. Identify all cancellations, terminations or rescissions of contracts of insurance or suretyship involving your Company within the last five (5) years.

None

Use additional pages if necessary.

Harold R Newell
(Name of Bidder)

By: _____

Vice President
Title

Date: 05/26/2017

Insert 1

SCRANTON ELECTRIC
HEATING & COOLING SERVICE, INC.

List of Major Suppliers:

Suppliers Names	Suppliers Address
HVAC Distributors	341 Enterprise Way Pittston, PA 18640
Keller Equipment	PO Box 173 Loganville PA 17342
Lyon Conklin & Co	550 South Henderson Rd. King Of Prussia, PA 19406
RJ Walkers	1555 N. Keyser Scranton, PA 18504
Ferguson	1116 Longford Road Oaks, PA 19456
Colman Sales	PO Box 275 Clarks Summit, PA 18411
Epsco	700 Scott Street PO Box 1126 Wilkes Barre, PA 18773
Binghamton Hardware	627 Main St. Sugar Notch PA 18706
Johnson Controls	5 Pethick Drive Suite 5 Wilkes Barre PA 18702
Mountain Air	Po Box 598 Tunkhannock PA 18657
EIC Insulation	705 N. Pennsylvania Ave. Wilkes Barre PA 18705

800 5ANDERSON ST. · THROOP, PA 18512 · TEL: (570) 343-6370 · FAX: (570) 483-4844
sehcs.com
ID#PA024104

SCRANTON ELECTRIC
HEATING & COOLING SERVICE, INC.

List of Managers & Superintendents and Years of Service:

Name & Address	Years of Mechanical Experience	Yrs with Co.	Qualifications
Harold J. Newell, President	43	28	Trained in all facets of HVAC Service & Installation
Harold R. Newell Vice President	27	27	Trained in all facets of HVAC Service & Installation
Edward Purdy, Pipefitter Foreman	28	28	Trained in all facets of HVAC Service & Installation
Brian Dommes, Pipefitter Foreman	13	12	Trained in all facets of HVAC Service & Installation
Ken Quigley, Sheetmetal General Foreman	22	5	Trained in all facets of HVAC Design & Build, Detailing & Installation
Michael Houlihan, Sheetmetal Foreman	18	4	Trained in all facets of HVAC Service & Installation
Jessica Schmitt	2	2	Project Coordinator

Insert 3

SCRANTON ELECTRIC
HEATING & COOLING SERVICE, INC.

Partial List of Current Projects:

Project Name / Address / Owner	Location	Nature of Contract	Contract Amount	Kind of Work	Nature Project
Griffin Pond Animal Shelter Humane Society of Lackawanna County 967 Griffin Pond Animal Road South Abington PA 18411	967 Griffin Pond Road South Abington, PA 18411	Subcontractor	$724,670.00	Mechanical & Plumbing	New Construction & Renovation
Susquehanna County Library Susquehanna County Historical Society & Free Library Association 18 Monument Street Montrose, PA 18801	458 High School Road Susquehanna County PA	Subcontractor	$648,000.00	Mechanical & Plumbing	New Single Story Library
JCC Scranton Partial Renovation Scranton Jewish Community Center 601 Jefferson Ave. Scranton, PA 18150	601 Jefferson Ave. Scranton, PA 18150	Prime	$1,291,982.00	Mechanical & Plumbing	Partial Renovation & MEP upgrades
GWV L5 & L6 Bed Capacity Geisinger Health System 100 North Academy Ave. Danville PA 17822	1000 E. Mountain Blvd. Wilkes Barre PA 18711	Prime	$426,123.00	Mechanical & Plumbing	Bed Conversion
Forest City Regional School Forest City Regional School District 100 Susquehanna St. Forest City, PA 18421	100 Susquehanna St Forest City, PA 18421	Prime	$633,465.00	Mechanical & Plumbing	Additions and Renovation

800 SANDERSON ST. · THROOP, PA 18512 · TEL: (570) 343-6370 · FAX: (570) 483-4844
sehcs.com
ID#PA024104

Insert 3

SCRANTON ELECTRIC
HEATING & COOLING SERVICE, INC.

Partial List of Current Projects:

Project Name / Address / Owner	Location	Nature of Contract	Contract Amount	Kind of Work	Nature Project
Gino Merli Veterans Center Commonwealth of Pennsylvania Department of General Services Harrisburg, PA 17125	401 Penn. Ave. Scranton, PA 18503	SubContractor	$605,723.00	Plumbing	Renovation & General Repairs

800 SANDERSON ST. · THROOP, PA 18512 · TEL: (570) 343-6370 · FAX: (570) 483-4844
sehcs.com
ID#PA024104

SCRANTON ELECTRIC
HEATING & COOLING SERVICE, INC.

Partial List of Similar Closed Projects:

Project Name / Address / Owner	Location	Nature of Contract	Contract Amount	Kind of Work	Nature Project
Blakely Police Station Addition & Renovation Blakely Borough 1439 Main Street Peckville, PA 18452	1439 Main St. Peckville, PA 18452	Subcontractor	$58,000.00	Mechanical & Plumbing	New Addition & Renovation
Mohegan Sun Arena Interior Renovation Luzerne County Convention Center Authority 255 Highland Park Blvd. Wilkes Barre Twp, PA 18702	255 Highland Park Blvd. Wilkes Barre Twp., PA	Prime	51,998.00	Plumbing	Interior Renovation
Mohegan Sun Arena Interior Renovation Luzerne County Convention Center Authority 255 Highland Park Blvd. Wilkes Barre Twp, PA 18702	255 Highland Park Blvd. Wilkes Barre Twp., PA	Prime	37,759.00	Mechanical	Interior Renovation
Olyphant Borough Elevator & Toilet Renov. Olyphant Borough Officials 113 Willow Avenue Olyphant, PA 18447	113 Willow Avenue Olyphant, PA 18447	Subcontractor	$31,500.00	Plumbing	Toilet Room Renovation

800 SANDERSON ST. · THROOP, PA 18512 · TEL: (570) 343-6370 · FAX: (570) 483-4844
sehcs.com
ID#PA024104

Insert 4

SCRANTON ELECTRIC
HEATING & COOLING SERVICE, INC.

Partial List of Similar Closed Projects:

Project Name / Address / Owner	Location	Nature of Contract	Contract Amount	Kind of Work	Nature Project
Dickson City Maintenance Garage Borough of Dickson City 901 Enterprise Street Dickson City, PA 18519	901 Enterprise Street Dickson City, PA 18519	Subcontractor	$58,400.00	Mechanical & Plumbing	Renovation & Alterations

800 SANDERSON ST. · THROOP, PA 18512 · TEL: (570) 343-6370 · FAX: (570) 483-4844
sehcs.com
ID#PA024104

Insert 5

SCRANTON ELECTRIC
HEATING & COOLING SERVICE, INC.

Change Orders Received in the last Five years over 10%:

Project	Contract Amount	Change Order	Reason
U of S St. Thomas Hall	$391,933.00	$54,238.18	Owner Request
Geisinger CMC IT upgrade	$176,832.00	$37,889.00	Design Revision
JATC Facility Plumbing	$100,456.00	$11,957.00	Owner Request
U of S McGurrin Utility Relocation	$541,546.00	$95,224.44	Added Phases
FM Kirby HVAC	$163,907.00	$57,988.92	Owner Request
Lakeland High School 2014 Renovation	$212,063.00	$26,007.99	Design Revision
Geisinger Mt. Top Clinic	$399,950.00	$148,287.47	Design Revision
MTH OB Dept. Upgrade	$48,532.00	$20,850.99	Owner Request
JCC Aquatic Facilities Renovation	$177,000.00	$38,047.34	Design Revision
Geisinger Baltimore Drive Renovation	$108,916.00	$24,086.58	Owner Request
U of S McGurrin Hall Renovation	$147,642.00	$675,636.53	Added Phases
GWV New EP Suite	$595,255.00	$63,055.10	Owner Request
JCC Scranton Partial Renovation	$1,291,982.00	$195,531.95	Owners Request
Army Reserve Center Ashley	$299,000.00	$295,000.00	Owners Request

Insert 6

SCRANTON ELECTRIC
HEATING & COOLING SERVICE, INC.

Partial List of Current Projects:

Project Name / Owner	Architect	Contract Amount	Date of Completion	% By own Forces
Griffin Pond Animal Shelter Humane Society of Lackawanna County	Joseph/Romanski	$724,670.00	March 2017	76%
Susquehanna County Library Susquehanna County Historical Society & Free Library Association	Thomas Horlacher	$648,000.00	May 2017	63%
JCC Scranton Partial Renovation Scranton Jewish Community Center	Brawer & Hauptman	$1,291,982.00	May 2017	80%
GWV L5 & L6 Bed Capacity Geisinger Health System	Martin Rogers	$426,123.00	2017	98%
Forest City Regional School Forest City Regional School District	KCBA	$633,465.00	December 2017	94%
Gino Merli Veterans Center Commonwealth of Pennsylvania	Hemmler & Camayd	$605,723.00	January 2018	92%
Lackawanna Energy Center Kiewit	GBA P.A. Association	$2,125,979.00	Winter 2018	83%

800 SANDERSON ST. · THROOP, PA 18512 · TEL: (570) 343-6370 · FAX: (570) 483-4844
sehcs.com
ID#PA024104

Insert 7

SCRANTON ELECTRIC
HEATING & COOLING SERVICE, INC.

Partial List of Completed Projects:

Project Name / Owner	Architect	Contract Amount	Date Completed	% By own Forces
Kmart Boiler Replacement Sears Holdings Management	Harry Jeffcoat	$124,731.00	01/13/17	70%
Kings College Boiler replacement Kings College	Quad 3	$115,204.00	03/09/17	87%
St. John the Evangelist Boiler Replace	HSA Associates	$385,000.00	09/03/16	86%
North Pocono School Misc. Projects North Pocono School District	BDA Architects	$317,456.92	08/24/16	43%
Montrose Choconut Elementary Montrose Area School	Barry Isett & Associates	$30,241.00	08/17/16	85%
Geisinger Wyoming Valley New EP Suite Geisinger System Services	N/A	$620,122.00	07/30/16	90%
Gertrude Hawk Branded Product Phase II Gertrude Hawk	Reilly Associates	$69,057.00	07/15/16	93%
Gertrude Hawk New Panning RM Gertrude Hawk	Reuther + Bowen	$58,400.00	07/15/16	77%

800 SANDERSON ST. · THROOP, PA 18512 · TEL: (570) 343-6370 · FAX: (570) 483-4844
sehcs.com
ID#PA024104

Insert 7

SCRANTON ELECTRIC
HEATING & COOLING SERVICE, INC.

Project Name / Owner	Architect	Contract Amount	Date Completed	% By own Forces
Wayne Memorial Cath lab Wayne Memorial Hospital	BDA Architects	$776,765.00	05/13/16	92%
Peoples Security Bank- Kingston Peoples Security Bank	Borton Lawson	$525,356.00	02/16/16	85%
Lackawanna Children's Library Lackawanna County	Thomas Horlacher	$69,987.00	02/16/16	83%
U of S Rehabilitation Center University of Scranton	Hemmler & Camayd	$4,512,727.00	11/27/15	94%
Geisinger Mountain Top Geisinger System Services	Borton Lawson	$534,901.00	10/17/15	94%
Geisinger Pittston Geisinger System Services	WKL Architects	$902,000.00	09/22/15	96%
Greenspace HVAC Greenspace Properties LLC	R+D Architecture	$995,000.00	11/20/15	90%
Greenspace Plumbing Greenspace Properties LLC	R+D Architecture	$436,000.00	11/20/15	100%

800 SANDERSON ST. · THROOP, PA 18512 · TEL: (570) 343-6370 · FAX: (570) 483-4844
sehcs.com
ID#PA024104

Insert 7

SCRANTON ELECTRIC
HEATING & COOLING SERVICE, INC.

Project Name / Owner	Architect	Contract Amount	Date Completed	% By own Forces
JCC Aquatic Facility Renov. Scranton JCC	Wallover Architects	$215,047.00	11/07/15	99%
Pittston Memorial Library Pittston Memorial Library	Ballina Design Group	$115,800.00	07/25/15	99%

800 SANDERSON ST. · THROOP, PA 18512 · TEL: (570) 343-6370 · FAX: (570) 483-4844
sehcs.com
ID#PA024104

SCRANTON ELECTRIC HEATING
AND COOLING SERVICES, INC.

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2016 AND 2015

GINADER
JONES & CO., LLP
Certified Public Accountants

SCRANTON ELECTRIC HEATING
AND COOLING SERVICES, INC.

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2016 AND 2015

SCRANTON ELECTRIC HEATING AND COOLING SERVICES, INC
INDEX TO FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2016 AND 2015

	PAGE
Independent Accountant's Review Report	1 - 2
Balance Sheets	3 - 4
Statements of Income and Retained Earnings	5
Statements of Cash Flows	6
Notes to Financial Statements	7 - 11
Supplementary Information:	
Schedule I - Cost of Sales	12
Schedule II - Operating Expenses	13

GINADER JONES & CO., LLP
Certified Public Accountants

Michael A. Lawrence, CPA
Eric D. Davis, CPA

Founders: George W. Ginader, CPA (1968-2012)
John C. Jones, CPA (1974-2003)

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Officers and Directors of
Scranton Electric Heating and Cooling Services, Inc.
Throop, Pennsylvania

We have reviewed the accompanying financial statements of Scranton Electric Heating and Cooling Services, Inc., which comprise the balance sheets as of December 31, 2016 and 2015, and the related statements of income and retained earnings and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

1 Highlands Boulevard, Suite 201, Archbald, PA 18403 | 570-347-3377 | Fax 570-347-1734
www.ginaderjones.com mail@ginaderjones.com

Member: American Institute of Certified Public Accountants

GINADER JONES & CO., LLP
Certified Public Accountants

Michael A. Lawrence, CPA
Eric D. Davis, CPA

Founders: George W. Ginader, CPA (1968-2012)
John C. Jones, CPA (1974-2003)

Supplementary Information

The supplementary information included in Schedules I and II is presented for purposes of additional analysis and is not a required part of the basic financial statements. The information is the representation of management. We have reviewed the information and, based on our reviews, we are not aware of any material modifications that should be made to the information in order for it to be in accordance with accounting principles generally accepted in the United States of America. We have not audited the information and, accordingly, do not express an opinion on such information.

Ginader, Jones & Co., LLP

GINADER, JONES & CO., LLP
May 17, 2017

1 Highlands Boulevard, Suite 201, Archbald, PA 18403 | 570-347-3377 | Fax 570-347-1734
www.ginaderjones.com mail@ginaderjones.com

Member: American Institute of Certified Public Accountants

SCRANTON ELECTRIC HEATING AND COOLING SERVICES, INC.
BALANCE SHEETS
DECEMBER 31, 2016 AND 2015

	2016	2015
ASSETS		
CURRENT ASSETS		
Cash	$ 33,113	$ 36,238
Accounts Receivable, Contracts	1,799,797	1,264,604
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts	48,641	129,784
Inventory	448,957	270,971
Prepaid Expenses	24,897	8,476
TOTAL CURRENT ASSETS	2,355,405	1,710,073
PROPERTY AND EQUIPMENT		
Leasehold Improvements	65,710	9,450
Tools and Equipment	242,833	391,891
Office Equipment	35,749	33,373
Transportation Equipment	660,271	752,977
	1,004,563	1,187,691
Less: Accumulated Depreciation	527,924	778,400
NET PROPERTY AND EQUIPMENT	476,639	409,291
OTHER ASSET		
Cash Surrender Value, Life Insurance (Net of Loan)	1,204	2,827
TOTAL ASSETS	$ 2,833,248	$ 2,122,191

The accompanying notes and independent accountant's review report are integral parts of these financial statements.

SCRANTON ELECTRIC HEATING AND COOLING SERVICES, INC.
BALANCE SHEETS (Continued)
DECEMBER 31, 2016 AND 2015

	2016	2015
LIABILITIES AND STOCKHOLDER'S EQUITY		
CURRENT LIABILITIES		
Current Portion of Long-Term Debt	$ 51,471	$ 49,291
Line of Credit	545,343	456,389
Accounts Payable	875,802	451,557
Sales Tax Payable	977	738
Payroll Taxes Payable	34,796	26,073
Accrued Expenses	43,670	27,763
Union Expenses Payable	93,875	96,689
Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts	91,531	12,509
TOTAL CURRENT LIABILITIES	1,737,465	1,121,009
LONG-TERM DEBT, NET OF CURRENT PORTION	74,369	80,762
TOTAL LIABILITIES	1,811,834	1,201,771
STOCKHOLDER'S EQUITY		
Common Stock, $1 Par Value, 1,000 Shares Authorized, Issued, and Outstanding	1,000	1,000
Additional Paid-in Capital	58,982	58,982
Retained Earnings	961,432	860,438
TOTAL STOCKHOLDER'S EQUITY	1,021,414	920,420
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	$ 2,833,248	$ 2,122,191

The accompanying notes and independent accountant's review report are integral parts of these financial statements.

SCRANTON ELECTRIC HEATING AND COOLING SERVICES, INC.
STATEMENTS OF INCOME AND RETAINED EARNINGS
YEARS ENDED DECEMBER 31, 2016 AND 2015

	2016	2015
SALES	$ 7,335,634	$ 9,364,801
COST OF SALES	6,058,483	7,956,715
GROSS PROFIT	1,277,151	1,408,086
OPERATING EXPENSES	1,110,402	1,255,434
INCOME FROM OPERATIONS	166,749	152,652
OTHER INCOME (EXPENSE)		
Interest and Finance Charges	-	958
Interest Expense	(29,755)	(23,405)
NET OTHER EXPENSE	(29,755)	(22,447)
NET INCOME	136,994	130,205
Retained Earnings, Beginning of Year	860,438	762,833
Less: Distributions to Stockholder	(36,000)	(32,600)
RETAINED EARNINGS, END OF YEAR	$ 961,432	$ 860,438

The accompanying notes and independent accountant's review report are integral parts of these financial statements.

SCRANTON ELECTRIC HEATING AND COOLING SERVICES, INC.
STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2016 AND 2015

	2016	2015
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income	$ 136,994	$ 130,205
Adjustments:		
Depreciation	92,043	76,895
Cash Surrender Value, Life Insurance	1,623	2,404
Changes in:		
Accounts Receivable	(535,193)	(61,850)
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts	81,143	51,121
Inventory	(177,986)	62,736
Prepaid Expenses	(16,421)	11,769
Accounts Payable and Accrued Expenses	446,300	(27,984)
Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts	79,022	(29,526)
Net Cash Provided by Operating Activities	107,525	215,770
CASH FLOWS FROM INVESTING ACTIVITIES		
Property and Equipment Additions	(113,880)	(16,799)
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal Payments on Long-Term Debt	(49,724)	(86,833)
Net Proceeds from (Repayments on) Line of Credit	88,954	(307,513)
Principal Repayments on Stockholder Loan	-	(103,590)
Distributions to Stockholder	(36,000)	(32,600)
Net Cash Provided by (Used in) Financing Activities	3,230	(530,536)
NET DECREASE IN CASH	(3,125)	(331,565)
Cash, Beginning of Year	36,238	367,803
CASH, END OF YEAR	$ 33,113	$ 36,238
SUPPLEMENTAL CASH FLOWS INFORMATION:		
Interest Paid	$ 29,694	$ 23,405
Property acquired via debt obligations	$ 45,511	$ 46,306

The accompanying notes and independent accountant's review report are integral parts of these financial statements.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Nature of Operations

Scranton Electric Heating and Cooling Services, Inc. (the Company) was incorporated in the Commonwealth of Pennsylvania on March 16, 1987. The Company is engaged in residential and commercial heating and cooling service contracting in Northeastern Pennsylvania.

Method of Accounting

The Company has prepared its financial statements using the accrual basis of accounting.

Revenue Recognition

The Company reports income on the percentage of completion method, which recognizes income as work on a contract progresses. The percentage of completion is determined by relating the actual cost of work performed to date to the total estimated costs of the respective contract. Billings and costs of these contracts that are in a preliminary stage are deferred.

Contract costs include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, equipment rental, and depreciation. General and administrative costs are charged to expense as incurred. Changes in job performance, job conditions, and estimated profitability, including those arising from contract penalty provisions, and final contract settlements may result in revisions to costs and income and are included in revenues when realization is probable and can be reliably estimated.

The asset, "Costs and Estimated Earnings in Excess of Billings" represents revenues recognized in excess of amounts billed.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates ,and assumptions that affect reported assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statements of cash flows, the Company considers all cash on hand and on deposit with financial institutions to be cash.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounts Receivable, Contracts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. The provision for bad debts for 2016 and 2015 was $8,946 and $39,075, respectively. Accounts receivable past due more than 90 days at December 31, 2016 and 2015 totaled $73,000 and $349,000, respectively.

Inventory

Inventory is stated at the lower of cost (first-in, first-out method) or market.

Property and Equipment

Property and equipment are recorded at cost. Betterments that increase the estimated useful lives of the assets are capitalized. Repairs and maintenance are charged to expense as incurred. Depreciation is provided using either the straight line or declining balance methods over the estimated useful lives of the related assets, which range from five (5) to thirty-nine (39) years. Depreciation expense for 2016 and 2015 was $92,043 and $76,895, respectively.

Advertising

The Company expenses advertising costs as they are incurred. Advertising expense amounted to $4,350 and $7,4701 in 2016 and 2015, respectively.

Income Taxes

The Company has elected to be treated as an "S" corporation under Section 1371 of the Internal Revenue Code. Therefore, it does not pay corporate income taxes on its taxable income. Instead, the stockholders are liable for individual income taxes on the Company's taxable income. The Company is liable for an annual franchise tax imposed by the state of Pennsylvania.

NOTE 2 - CASH SURRENDER VALUE, LIFE INSURANCE

The Company is the owner and beneficiary of a $350,000 life insurance policy with The Equitable Life Insurance Company on its sole stockholder. The net cash surrender value of this policy at December 31, 2016 and 2015 was $1,204 and $2,827, respectively.

NOTE 3 - COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

At December 31, 2016 and 2015, costs and estimated earnings on uncompleted contracts consisted of the following:

	2016	2015
Costs Incurred to Date on Uncompleted Contracts	$ 858,841	$ 5,755,756
Estimated Earnings on Contracts	269,767	1,251,490
	1,128,608	7,007,246
Less: Billings to Date	1,171,498	6,889,971
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts	$ (42,890)	$ 117,275

These amounts are included in the balance sheets under the following captions:

Costs and estimated earnings in excess of billings on uncompleted contracts	$ 48,641	$ 129,784
Billings in excess of costs and estimated earnings on uncompleted contracts	(91,531)	(12,509)
TOTAL	$ (42,890)	$ 117,275

NOTE 4 - LINE OF CREDIT

The Company has a working capital line of credit agreement with a local financial institution, under which it may borrow up to $1,000,000 at prime plus 1% (presently 4.75%). The interest rate is subject to an interest rate floor of no less than 4.25%. Advances on the line of credit were $545,343 and $456,389 at December 31, 2016 and 2015, respectively. The line of credit is secured primarily by receivables, equipment, and inventory, and expires July 31, 2017, subject to annual.renewal.

NOTE 5 - LONG-TERM DEBT

At December 31, 2016, the Company had ten (10) notes payable to financial institutions with a total principal balance due of $125,840. These notes are payable in monthly installments varying from $329 to $795, including interest ranging from 2.08% to 3.74%. They are secured by business assets. At December 31, 2015, the Company had nine (9) notes payable to financial institutions with a total principal balance due of $130,053.

NOTE 5 - LONG-TERM DEBT (Continued)

Debt maturities are as follows: 2017 - $51,471; 2018 - $37,534; 2019 - $21,315; 2020 - $15,520.

NOTE 6 - RELATED PARTY TRANSACTIONS

The Company leases its operating facilities from its sole stockholder and an affiliated LLC under the terms of month-to-month verbal agreements. Rent expense under these agreements amounted to $184,250 and $124,750 during 2016 and 2015, respectively.

NOTE 7 - MAJOR CUSTOMER

During 2016, the Company reported sales to a single customer of 17% of the Company's net sales. Trade accounts receivable from the same customer represented 24% of total at December 31, 2016.

During 2015, the Company reported sales to two customers of 38% of the Company's net sales. Trade accounts receivable from the same customers represented 41% of total at December 31, 2015. Costs and estimated earnings in excess of billings on uncompleted contracts with these customers were 59% of total at December 31, 2015.

NOTE 8 - CONCENTRATION OF CREDIT RISK

The Company maintains its cash balances at several financial institutions. Accounts at these institutions are insured by the Federal Deposit Insurance Corporation up to $250,000. At December 31, 2016 and 2015, the Company's uninsured cash balance was $0 at both dates.

NOTE 9 - FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of financial instruments, including cash, accounts receivable, and accounts payable approximate their fair market value due to the short term maturities of these instruments. The carrying value of notes payable approximates their fair value based on current market rates and conditions.

NOTE 10 - INCOME TAXES

Accounting principles generally accepted in the United States of America require management to evaluate tax positions taken by the Company and recognize a tax liability if the Company has taken an uncertain position that more likely than not would not be sustained upon examination by the Internal Revenue Service. Management has analyzed the tax positions taken by the Company, and has concluded that as of December 31, 2016, there are no uncertain positions taken or expected to be taken that would require recognition of a liability or disclosure in the financial statements. The Company is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. Management believes it is no longer subject to income tax examinations for tax years prior to 2014.

NOTE 11 - SUBSEQUENT EVENTS

Subsequent events were evaluated through May 17, 2017, which is the date the financial statements were available to be issued.

SCRANTON ELECTRIC HEATING AND COOLING SERVICES, INC.
SCHEDULE I - COST OF SALES
YEARS ENDED DECEMBER 31, 2016 AND 2015

	2016	2015
COST OF SALES		
Beginning Inventory	$ 270,971	$ 333,707
Purchases	2,392,461	3,408,188
Wages	1,767,064	2,130,608
Union Expenses	832,966	1,046,723
Subcontractors	629,541	721,531
Building Rent	184,250	124,750
Payroll Taxes	177,824	200,625
Depreciation	92,043	76,895
Truck and Vehicle Expenses	91,538	103,981
Shop Expenses	68,782	80,678
TOTAL	6,507,440	8,227,686
Less: Ending Inventory	448,957	270,971
TOTAL COST OF SALES	$ 6,058,483	$ 7,956,715

The accompanying notes and independent accountant's review report are integral parts of these financial statements.

SCRANTON ELECTRIC HEATING AND COOLING SERVICES, INC.
SCHEDULE II - OPERATING EXPENSES
YEARS ENDED DECEMBER 31, 2016 AND 2015

	2016	2015
OPERATING EXPENSES		
Officers' and Manager Salaries	$ 207,453	$ 208,629
Office Wages	180,778	181,265
Insurance	122,008	121,705
Health Insurance	117,665	109,342
Permits, Plans, Bonds, and Licenses	106,293	63,705
Travel	79,018	127,111
General	72,536	84,383
Payroll Taxes	39,034	50,157
Computer and Payroll Processing Fees	37,137	27,504
Office Supplies	32,548	35,518
Utilities	25,812	25,048
Telephone	21,991	23,608
Building Repairs and Maintenance	14,833	16,917
Training Programs	12,175	45,883
Meals and Entertainment	12,012	18,009
Bad Debts	8,946	39,075
Refuse and Snow Removal	5,861	6,195
Professional Fees	4,970	23,707
Advertising and Donations	4,350	7,401
Dues and Subscriptions	3,028	6,761
Life Insurance	1,623	2,404
PA Capital Stock Tax	296	375
Penalties and Interest	35	31
Building Relocation Expense	-	23,208
Other Taxes	-	7,493
TOTAL OPERATING EXPENSES	$ 1,110,402	$ 1,255,434

The accompanying notes and independent accountant's review report are integral parts of these financial statements

RECEIVED
SEP 21 2017
OFFICE OF CITY
COUNCIL/CITY CLERK

Scranton
PENNSYLVANIA
DEPARTMENT OF LAW
CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

September 20, 2017

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH SCRANTON ELECTRIC HEATING AND COOLING SERVICE, INC. FOR PLUMBING SERVICES FOR THE CITY OF SCRANTON FIRE DEPARTMENT FACILITY IMPROVEMENT PROJECT

Respectfully,

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

5C

RESOLUTION NO. _____

2017

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH SCRANTON ELECTRIC HEATING AND COOLING SERVICE, INC. FOR HVAC SERVICES FOR THE CITY OF SCRANTON FIRE DEPARTMENT FACILITY IMPROVEMENT PROJECT.

WHEREAS, a request for Proposal was advertised for HVAC Services for the City of Scranton Fire Department Facility Improvement Project, and two (2) proposals were submitted for review; and

WHEREAS, after review of the proposals submitted, it was determined that it would be in the best interest of the City to award the Contract for HVAC Services to Scranton Electric Heating and Cooling Service, Inc. for the reasons provided in the Memo attached hereto from the Business Administrator and letter dated June 29, 2017 from the Project Manager of Highland Associates, Ltd.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are authorized to execute and enter into a Contract for HVAC Services for the City of Scranton Fire Department Improvement Project substantially in the form attached hereto, marked as Exhibit "A", and incorporated herein by reference, with Scranton Electric Heating and Cooling Service, Inc.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intend of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

CONTRACT

This contract entered into this _____ day of _____ 2017 effective from _____ to _____ by and between the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

SCRANTON ELECTRIC HEATING & COOLING SERVICES INC.
800 SANDERSON STREET
THROOP, PA 18512
PHONE NO. (570) 343-6370

hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Scranton desires the Contractor to perform certain work and services in accordance with the terms and conditions hereinafter set forth and the Contractor is ready, willing and able to perform such work and services.

NOW THEREFORE, in consideration of the promises contained herein and the promises each to the other made, the parties do agree and intend to be legally bound as follows:

ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general fields of providing HVAC services for the City of Scranton Fire Department Facility Improvement Project for Licensed General and Prime Contractors. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

HVAC Services for the City of Scranton
Fire Department Facility Improvement Project
For Licensed General and Prime Contractors
per the attached Bid Proposal and Specifications
for the lump sum bid of $125,592.00

Said services to be furnished and delivered in strict and entire conformity with Scranton's Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference thereto and the Bid Proposal submitted by Scranton Electric Heating & Cooling, Inc. dated May 26, 2017 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal and Specifications are hereby made part of this Agreement as fully and with the same effect as if set forth at length herein.

ARTICLE II - GENERAL

(1) In the performance of the work and services hereunder, the Contractor shall act solely as an independent contractor, and nothing contained or implied shall at any time be so construed as to create the relationship of employer and employee, partnership, principal/agent, or joint adventurer as between Scranton and the Contractor.

(2) Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights, or of any other rights hereunder.

ARTICLE III - FEES

Said services to be furnished and delivered in strict and entire conformity with the Bid Proposal and Specifications attached hereto. Said Bid Proposal and Specifications are incorporated herein by reference as though set forth at length.

Scranton agrees to pay the Contractor for furnishing the above services if said services are provided in full compliance with the terms and conditions of this Contract to the satisfaction and approval of the Business Administrator. Such approval shall not be unreasonably withheld. The terms and conditions of this contract are set forth herein and may be supplemented by any attachments or exhibits incorporated herein by reference.

ARTICLE IV - INDEMNIFICATION

The Contractor shall indemnify, defend, and hold harmless Scranton from and against any and all claims and actions, based upon or arising out of damage to property or injuries to person or other acts caused or contributed to by Contractor or anyone acting under the Contractor's direction or control or on the Contractor's behalf in the course of the Contractor's performance under this contract.

ARTICLE V - INSURANCE

(1) Contractor represents that it now carries, and agrees it will continue during the term of this Contract to carry, at a minimum: Workers' Compensation, Comprehensive General and Contractual Liability, and Professional Liability Insurance in the following amounts:

TYPE OF INSURANCE	LIMITS OF LIABILITY
Workers' Compensation	Statutory
Employer's Liability	$ 500,000.00
Professional Liability	$1,000,000.00 each occurrence $1,000,000.00 aggregate
Comprehensive General Liability (including Blanket Contractual Liability Insurance)	
Bodily Injury	$ 1,000,000 each person $ 1,000,000 each occurrence $ 1,000,000 aggregate
Property Damage	$ 500,000 each occurrence
Personal Injury	$ 500,000
Comprehensive Automobile Liability:	
Bodily Injury	$ 300,000 each person $ 500,000 each occurrence
Property Damage	$ 500,000 each occurrence

(2) Certificates of all insurance provided by the Contractor shall be available for Scranton's review and will be furnished to Scranton if requested. Such copies of certificates shall include the following:

(a) Name of insurance company, policy number, and expiration data;

(b) The coverage required and the limits on each, including the amount of deductibles or self-insured retentions (which shall be for the account of the Contractor);

(c) A statement indicating Scranton shall receive thirty (30) days notice of cancellation or significant modification of any of the policies which may affect Scranton's interest;

(d) A statement confirming Scranton has been named an additional insured (except for Worker's Compensation) on all policies; and

(e) A statement confirming that Scranton, its agents and employees, have been provided a waiver of any rights or subrogation, which the Contractor may have against them.

ARTICLE VI: TERMINATION OF CONTRACT

If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or in the event of violation of any of the covenants contained herein, or in the event of violation of the laws applicable to implementation of the project contemplated by this Agreement, or in the event of misuse of finds, mismanagement, criminal activity or malfeasance in the implementation of this Agreement, Scranton shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR specifying the effective date of termination. Said notice shall be given in writing to the CONTRACTOR and will be effective upon receipt by the CONTRACTOR. In such an event, all project records, unused grant monies, and such amounts as may have been expended contrary to the terms of this Agreement shall be returned to the Scranton.

ARTICLE VII: DEFAULT

In the event of a default by Contractor under this Agreement, the defaulting party then shall reimburse the non defaulting party for all costs and expenses incurred by the non defaulting party in connection with the default, including without limitation, court costs and attorneys fees at the trial level and on appeal.

ARTICLE VIII: JURISDICTION

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and all obligations hereunder are to be performed in Lackawanna County, Pennsylvania. Jurisdiction over the subject matter and performance of this Agreement is therefore vested in the Lackawanna County Court of Common Pleas.

ARTICLE IX - ENTIRE AGREEMENT

This contract constitutes the entire agreement between Scranton and Contractor. It supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter thereof and if it has been induced by no representations, statements, or agreements other than those expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

IT IS FURTHER UNDERSTOOD AND AGREED that this contract is entered into under and subject to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, approved March 7, 1901, its supplements and amendments, and the liability of the City of Scranton herein limited to the amount appropriated for the same and subject to the Section 6-13 of the Administrative Code of the City of Scranton which limits payments of money out of the City Treasury to appropriations made by the Council

IN WITNESS WHEREOF the parties hereto have, in due form of law, caused this agreement to be executed the day and year first above written.

ATTEST:

_____
CITY CLERK

DATE: _____

BY: _____
MAYOR

DATE: _____

COUNTERSIGNED:

_____
CITY CONTROLLER

DATE: _____

_____
BUSINESS ADMINISTRATOR

DATE: _____

APPROVED AS TO FORM:

_____
CITY SOLICITOR

DATE: _____

SCRANTON ELECTRIC HEATING & COOLING SERVICES, INC.

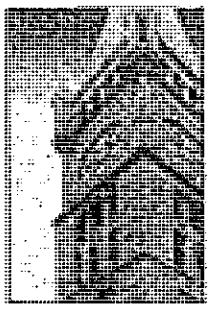
_____
BY:

TITLE: _____

DATE: _____

BUSINESS ADMINISTRATION

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



SCRANTON

July 21, 2017

Memo

To: William Courtright, Mayor
Jessica Boyles
Lori Reed, City Clerk
Patrick Hinton, Department of Licenses and Permits Director
Patrick DeSarno, Fire Chief

From: David Bulzoni, Business Administrator

Re: Fire House Improvement Project Bid Awards

All,

The City of Scranton received bids for the above project on May 26, 2017. The City's designated project architect and engineer, Highland Associates reviewed the bids and issued their recommendations with an attached tabulation of the cost proposals received from each contractor. The MultiScape bid was rejected because the bid bond was not received at the designated time of bid opening.

In accordance with the previously completed assessment dated March 30, 2016, the project was bid with both recommended and required components. Highland Associates completed the assessment to identify needed improvements. The assessment was the basis for the construction of the bid package. In an effort to compress costs, the City requested two distinct proposal formats: a comprehensive bid proposal for the entire project and separate bids for distinct project components. The attached bid chart lists those base bids associated with the required components of the project, as defined in the assessment, and those recommended components deemed necessary for completion by Highland. A chart identifies the recommended components by key. Those recommended components of the project, or as referred to in the bid package as add alternates, are delineated separately in the cost chart prepared by Highland. The total bid award for the project is based on the evaluation of the comprehensive and component bids. As an example, where the plumbing bids received as project components were less than the comparable costs associated with the comprehensive bid, those parts of the project will be undertaken by separate contractors. The project, therefore, will be awarded to four companies who submitted bids: one comprehensive bid will be awarded to Mar-Paul and component bids will be awarded to Scranton Electric and Mike Walsh Electrical.

Because the Mar-Paul bid includes roof replacement and restoration work, the Office of Business Administration recommends a prompt approval of this comprehensive bid package

prior to the Council adjournment for the August recess, with component bid approvals to follow in September. The recommendation is made because of the timeliness needed to complete the roofing component of the project, which is part of the comprehensive bid package received by Mar-Paul. Generally the component bids received by Scranton Electric and Mike Walsh Electrical will consist of interior work and may be subject to the full approval process in September.

Please review the attachments as needed. A meeting with the contractors selected for the project will occur on July 27 at noon to discuss the project. Council members are welcome to attend.

Please refer any questions to my office as needed. Thank you for your consideration.

Therefore, Office of the Business Administrator, based on the Highland Associates review, recommends the approval of the proposal submitted by Mar-Paul Inc. (comprehensive), Scranton Electric (HVAC and Plumbing), and Mike Walsh Electrical (Electrical), Inc. and subsequent contracts for each.

HIGHLAND
ASSOCIATES

June 29, 2017

Mr. David Bulzoni
City of Scranton
Office of Business Administration
340 North Washington Ave
Scranton, PA 18503

RE: Fire Department Facility Renovations – Bid Recommendation

Dear Mr. Bulzoni,

Based on bid's received (May 26, 2016) for the above mentioned project and selected alternates determined by the Fire Department, the following contractors are recommended to be awarded: (Please see attached bid breakdown)

General Trades: **Mar-Paul Inc. ($1,681,200)**

HVAC: **Scranton Electric ($125,592)**

Plumbing: **Scranton Electric ($82,506)**

Electrical: **Mike Walsh Electrical Inc. ($109,000)**

Total bids with selected alternates: $1,998,298.00

As discussed, the City will provide award verification and obtain required documentation from the contractors prior to work commencing.

Sincerely,

Drew Marcinkevich,
Project Manager

HIGHLAND
ASSOCIATES

Mr. David Bulzoni
City of Scranton
Page 2

GC	Multi Scape Inc	Mar Paul Inc
Base Bid	$ 1,102,750	$ 1,350,000
E2-001	$ 12,500	$ 3,100
E2-002	$ 15,000	$ 7,100
E2-003	$ (16,000)	$ (31,000)
E2-004	$ 10,000	$ 8,500
E7-001	$ 30,000	$ 9,000
E7-002	$ 18,000	$ 20,300
E7-003	$ (27,500)	$ (55,200)
E7-004	$ 15,000	$ 9,500
E7-005	$ 13,000	$ 12,000
E7-006	$ (25,000)	$ (96,600)
E8-001	$ 30,000	$ 15,000
E8-002	$ 18,000	$ 20,300
E8-003	$ (53,000)	$ (101,000)
E8-004	$ 16,000	$ 19,000
E8-005	$ 16,000	$ 14,200
E10-001	$ (6,000)	$ (10,500)
E10-002	$ (1,200)	$ (4,500)
E10-003	$ 1,400	$ 1,200
E10-004	$ 7,000	$ 8,700
E10-005	$ 11,000	$ 6,400
E10-006	$ 6,000	$ 2,500
E10-007	$ 1,500	$ 2,400
E10-008	$ 12,000	$ 9,000
E10-009	$ 12,000	$ 7,700
E10-010	$ 18,000	$ 16,500
E10-011	$ (15,000)	$ (31,500)
H-001	$ 75,000	$ 26,000
H-002	$ 15,000	$ 30,600
H-003	$ 15,000	$ 13,000
H-004	$ 20,000	$ 19,000
R1-001	$ (14,000)	$ (31,000)
R1-002	$ 11,000	$ 9,500
R1-003	$ 5,000	$ 6,500
R1-004	$ 11,000	$ 9,500
R1-005	$ 7,000	$ 6,400
R1-007	$ (17,000)	$ (40,000)
T4-001	$ (45,000)	$ (92,000)
T4-002	$ (5,600)	$ (17,000)
T4-003	$ 15,000	$ 6,000
T4-004	$ 2,000	$ 4,500
T4-005	$ 2,000	$ 1,800
T4-006	$ 50,000	$ 6,000
	$ 1,593,150	$ 1,681,200

Shaded Alternates are not included in totals - Not to be awarded at this time

HVAC	Scranton Electric	Robert Harrington Inc
Base Bid	$ 109,592	$ 107,700
R1-005	$ 16,000	$ 28,000
	$ 125,592	$ 135,700

Plumb	Scranton Electric	N/A
Base Bid	$ 75,834	
E2-002	$ 1,112	
E7-004	$ 1,112	
E8-004	$ 1,112	
E10-008	$ 1,112	
H-003	$ 1,112	
R1-004	$ 1,112	
	$ 82,506	

Elec	GR Noto	Mike Walsh Electrical Inc
Base Bid	$ 65,900	$ 85,000
E7-007	$ 14,250	$ 7,000
E8-006	$ 14,150	$ 7,000
R1-006	$ 15,450	$ 10,000
	$ 109,750	$ 109,000

Fire House Building Improvement Project

Sources and Uses of Funds

Sources	
Proceeds Series AA of 2016	$ 1,812,786.88
2016 Fire Department Operating Budget	$ 105,000.00
Street Lighting Lease Remaining Continency	$ 135,000.00
PPL Commercial Rebate Act 129 Funds	$ 134,719.26
Total Project Funding Sources	$ 2,187,506.14
Uses	
General Trades Bid Mar-Paul	$ 1,681,200.00
HVAC Bid Scranton Electric	$ 125,592.00
Plumbing Bid Scranton Electric	$ 82,506.00
Electrical Bid Mike Walsh Electrical	$ 109,000.00
Total Project Funding Uses	$ 1,998,298.00
Remaining Funding Fire House Project	$ 189,208.14
Less Parapet Reconstruction Cost	
Hartley and Esgro	$ 95,000.00
Hartley and Esgro	$ 78,250.00
Hartley and Esgro	$ 15,770.00
Total Parapet Funding Uses	$ 189,020.00
Net Sources and Uses Funding	$ 189,208.14
Less Parapet Costs	$ 189,020.00
Remaining Project Funds	$ 188.14

ALTERNATE IDENTIFICATION KEY PLAN:

*ENGINE 2 "E2"

GENERAL TRADES: (GT)

E2 -001	-	Remove and install new flooring.
E2-002	-	Remove and replace kitchen cabinets.
E2-003 (Not Selected)	-	Concrete Drives
E2-004	-	New interior wall paint
PLUMBING TRADES:		
E2-002	-	Sinks and plumbing work for new kitchen cabinets

*ENGINE 7 "E7"

GENERAL TRADES: (GT)

E7-001	-	Remove and install new flooring.
E7-002	-	Remove and install new ceiling tiles.
E7-003 (Not Selected)	-	Concrete drive apron
E7-004	-	Remove and replace kitchen cabinets
E7-005	-	New interior wall paint
E7-006 (Not Selected)	-	New bituminous pave drives
PLUMBING TRADES: (PLUMB.)		
E7-004	-	Sinks and plumbing work for new kitchen cabinets.
ELECTRICAL TRADES: (ELEC.)		
E7-007	-	Remove and replace emergency generators.

*ENGINE 8 "E8"
GENERAL TRADES:

E8-001	-	Remove and install new flooring.
E8-002	-	Remove and install new ceiling tiles
E8-003 (Not Selected)	-	Concrete drive aprons
E8-004	-	Remove and replace kitchen cabinets
E8-005	-	New interior wall paint
PLUMBING TRADES: (PLUMB.)		
E8-004	-	Sinks and plumbing work for new kitchen cabinets
ELECTRICAL TRADES: (ELEC.)		
E8-006		Remove and replace emergency generators.

*ENGINE 10 "E10"

GENERAL TRADES: (GT)

E10-001 (Not Selected)	-	New Bituminous pavement
E10-002 (Not Selected)	-	Patch and repair pavement
E10-003	-	Paint rusted columns
E10-004	-	New insul. Glass at windows
E10-00S	-	Remove and install new windows.
E10-006	-	Remove and install new flooring
E10-007	-	Remove and install new ceiling tiles
E10-008	-	Remove and replace kitchen cabinets.
E10-009	-	New interior wall paint
E10-010	-	Paint exposed roof deck
E10-011 (Not Selected)	-	New concrete drives

PLUMBING TRADES: (PLUMB.)

E10-008	-	Sinks and plumbing work for new kitchen cabinets

*HEADQUARTERS "H"

GENERAL TRADES: (GT)

H-001	-	Remove and install new flooring.
H-002	-	Remove and install new ceiling tiles.
H-003	-	Remove and replace kitchen cabinets
H-004	-	New interior wall paint

PLUMBING TRADES: (PLUMB.)

H-003	-	Sinks and plumbing work for new kitchen cabinets

*RESCUE 1 "R1"

GENERAL TRADES: (GT)

R1-001 (Not Selected)	-	New concrete drives
R1-002	-	Remove and install new flooring.
R1-003	-	Remove and install new ceiling tiles.
R1-004	-	Remove and replace kitchen cabinets
R1-005	-	New interior wall paint
R1-007 (Not Selected)	-	New bituminous pave. Drives

MECHANICAL TRADES: (HVAC)

R1-006	-	New ductless system

PLUMBING TRADES: (PLUMB.)

R1-004	-	Sinks and plumbing work for new kitchen cabinets

ELECTRICAL TRADES: (ELEC.)

R1-006		Electrical work for new ductless system

*TRUCK 4 "T4"

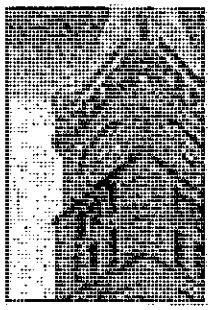
GENERAL TRADES: (GT)

T4-001 (Not Selected)	-	New concrete drives
T4-002 (Not Selected)	-	New bituminous pavement drives
T4-003	-	Remove and install new flooring.

T4-004	-	Remove and install new ceiling tiles.
T4-005	-	Epoxy paint on concrete floors
T4-006	-	New interior wall paint

Department of Business Administration

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



SCRANTON

May 26, 2017

Mr. David Bulzoni
Business Administrator
Municipal Building
Scranton, Pa. 18503

Dear Mr. Bulzoni,

This is to inform you that proposals were opened Friday, May 26, 2017 in Council Chambers for the **City Of Scranton Fire Department Facility Improvement Project For Licensed General and Prime Contractors.** Attached are the copies of the proposals submitted by the following companies:

Robert P. Harrington—Incomplete paperwork
Multiscape, Inc.---Incomplete paperwork, no bid bond
G.R. Noto Electrical Construction, Inc.—Incomplete paperwork
Scranton Electric Heating & Cooling---Incomplete paperwork
Walsh Electrical, Inc.---Incomplete paperwork
Mar-Paul---Incomplete paperwork
Scranton Electrical Plumbing---Incomplete paperwork

Thank you for your cooperation in this matter.

Sincerely,

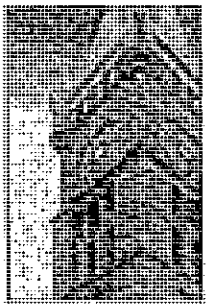
Julie Reed,
Purchasing Clerk

Encls.

CC: Mrs. Roseann Novembrino, City Controller
Mrs. Lori Reed, City Clerk
Ms. Jessica Boyles, City Solicitor
File

Department of Business Administration

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



SCRANTON

April 11, 2017

Mr. David Bulzoni
Business Administrator
City of Scranton
Municipal Building
Scranton, Pennsylvania. 18503

Dear Mr. Bulzoni

This is to inform you that proposals will be opened in City Council Chambers on Friday, May 26, 2017 for the following:

City of Scranton
Fire Department Facility Improvement
Project for Licensed and General and Prime Contractors

There will be **Mandatory Pre-Bid Conference** on Friday, April 28, 2017 at 10:00 A.M. at City Hall in the Governor's Room.

Attached please find an Invitation to Bidders, and Specifications.

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,
Purchasing Clerk

Cc: Mayor William Courtright
Mrs. Rebecca McMullen, Financial Manager
Mrs. Roseann Novembrino, City Controller
Mrs. Lori Reed, City Clerk
Ms. Jessica Boyles, City Solicitor
File

CITY OF SCRANTON

INVITATION TO BIDDERS `

SEPARATE SEALED PROPOSALS WILL BE RECEIVED BY THE CITY CONTROLLER AT HER OFFICE IN CITY HALL, 2ND FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, UNTIL 10:00 A.M., FRIDAY, MAY 26, 2017 AT WHICH TIME THEY WILL BE READ ALOUD IN COUNCIL CHAMBERS BY THE BUSINESS ADMINISTRATOR (OR HIS DESIGNEE) FOR THE FOLLOWING:

CITY OF SCRANTON
FIRE DEPARTMENT FACILITY IMPROVEMENT
PROJECT FOR LICENSED GENERAL AND PRIME CONTRACTORS

COPIES OF THE BIDDING AND CONTRACT DOCUMENTS INCLUDING DRAWINGS AND SPECIFICATIONS MAY BE OBTAINED AS OF APRIL 5, 2017 FROM HIGHLAND ASSOCIATES, 102 HIGHLAND AVENUE, CLARKS SUMMIT, PA. 18411 UPON RECEIPT OF A NON-REFUNDABLE CHECK IN THE AMOUNT OF **$125.00 FOR EACH SET** ALONG WITH A PDF DISK REQUESTED SET OF DOCUMENTS MADE PAYABLE TO HIGHLAND ASSOCIATES. SHOULD A BIDDER REQUEST THEIR BIDDING DOCUMENTS TO BE SHIPPED, THE BIDDER WILL ALSO BE REQUIRED TO SUBMIT AN ADDITIONAL NON-REFUNDABLE CHECK PAYABLE TO HIGHLAND ASSOCIATES IN THE AMOUNT OF **$40.00 FOR SHIPPING AND HANDLING.**

A **MANDATORY** PRE-BID CONFERENCE WILL BE HELD ON FRIDAY, APRIL 28, 2017 AT 10:00 A.M. IN CITY HALL'S GOVERNORS ROOM—340 NORTH WASHINGTON AVENUE, SCRANTON, PA. 18503 TO REVIEW THE PROPOSED WORK AND AREAS. A WALK THROUGH OF THE BUILDINGS WILL FOLLOW IMMEDIATELY AFTERWARDS THROUGHOUT ALL SEVEN (7) FACILITIES. BIDS FROM BIDDERS THAT FAILED TO ATTEND THE PRE-BID CONFERENCE AND WALK THROUGH SHALL BE REJECTED.

EACH BIDDER SHALL ENCLOSE BID SECURITY WITH THEIR BIDS IN THE FORM OF AN ACCEPATABLE BID BOND, CASHIER'S CHECK, TRUST COMPANY TREASURER'S CHECK, OR A CERTIFIED CHECK IN AN AMOUNT EQUAL TO 10% OF THE TOTAL BID IN ACCORDANCE WITH THE INSTRUCTIONS TO BIDDERS. PERFORMANCE AND PAYMENT BONDS FOR 100% OF THE CONTRACT SUM WILL BE REQUIRED OF THE SUCCESSFUL BIDDER.

THE CONTRACT SHALL BE AWARDED TO THE LOWEST, MOST RESPONSIBLE BIDDER; HOWEVER, THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART OF ANY BID. BIDDERS ARE INVITED TO HAVE A REPRESENTATIVE PRESENT AT THE BID OPENING.

ENVELOPES CONTAINING BIDS SHALL BE PLAINLY MARKED OUTSIDE "CITY OF SCRANTON FIRE DEPARTMENT FACILITY IMPROVEMENTS"AND DELIVERED OR MAILED TO THE OFFICE OF THE CITY CONTROLLER, CITY HALL, 2ND FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, SO AS TO BE RECEIVED AT THE OFFICE BY THE TIME FIRST SPECIFIED ABOVE. PROPOSERS ARE

RESPONSIBLE FOR SUBMITTING THEIR BIDS TO THE APPROPIATE LOCATIONS AT OR PIOR TO THE TIME INDICATED IN THE SPECIFICATIONS. DELAY IN THE MAIL DELIVERY IS NOT AN EXCEPTION TO THE RECEIPT OF BIDS. THE CITY OF SCRANTON REQUIRES SIX (6) COPIES OF ALL BIDDING DOCUMENTS.

QUESTIONS CAN BE EMAILED TO DAVID BULZONI (dbulzoni@scrantonpa.gov).

DAVID BULZONI
BUSINESS ADMINISTRATOR

CITY OF SCRANTON

Fire Department

Facility Renovations

APRIL 2016

HA PN: 2016-381

HIGHLAND
ASSOCIATES

102 Highland Avenue
Clarks Summit, PA 18411
Phone: 570-586-4334

EXHIBIT
tabbies
"A"

SCRANTON FIRE DEPARTMENT FACILITY RENOVATIONS

MARCH 29, 2017

TABLE OF CONTENTS
HAPN: 2016-381

Division	Section Title
DIVISION 00 – PROCUREMENT REQUIREMENTS	
00 11 16	INVITATION TO BID
00 21 10	INSTRUCTIONS TO BIDDERS
00 21 44	OWNER – CONTRACTOR AGREEMENT
.....	QUALIFICATIONS STATEMENT
00 41 22	BID FORM CONTRACT #100 GENERAL TRADES
00 41 23	BID FORM CONTRACT #101 PLUMBING
00 41 24	BID FORM CONTRACT #102 HVAC
00 41 25	BID FORM CONTRACT #103 ELECTRICAL
00 60 10	CONTRACTOR LABOR AND MATERIAL PAYMENT BOND
00 60 10	CONTRACTOR PERFORMANCE BOND
.....	AIA 312-2010 PAYMENT BOND (DRAFT)
00 80 20	SUPPLEMENTARY CONDITIONS
.....	AIA A201 – 2007 GENERAL CONDITIONS (DRAFT)
.....	AFFIRMATIVE ACTION CERTIFICATION (For Signature)
.....	NONCOLLUSION AFFIDAVIT OF PRIME BIDDER (For Signature)
.....	CERTIFICATE OF NON-SEGREGATED FACILITIES (For Signature)
DIVISION 01 – GENERAL REQUIREMENTS	
01 01 50	PROJECT SCHEDULE
01 12 00	MULTIPLE CONTRACT SUMMARY
01 20 00	PAYMENT PROCEDURES
01 21 00	ALLOWANCES
01 26 00	CONTRACT MODIFICATION PROCEDURES
01 31 00	PROJECT MANAGEMENT AND COORDINATION
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION
01 33 00	SUBMITTAL PROCEDURES
01 40 00	QUALITY REQUIREMENTS
01 60 00	PRODUCT REQUIREMENTS
01 73 29	CUTTING AND PATCHING
01 77 00	CLOSEOUT PROCEDURES

DIVISION 01 – EXISTING CONDITIONS

02 41 19 SELECTIVE DEMOLITION

CITY OF SCRANTON

INVITATION TO BIDDERS

SEPARATE SEALED PROPOSALS WILL BE RECEIVED BY THE CITY CONTROLLER AT HER OFFICE IN CITY HALL, 2ND FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, UNTIL **10:00 A.M., FRIDAY, MAY 26, 2017** AT WHICH TIME THEY WILL BE READ ALOUD IN COUNCIL CHAMBERS BY THE BUSINESS ADMINISTRATOR (OR HIS DESIGNEE) FOR THE FOLLOWING:

CITY OF SCRANTON
FIRE DEPARTMENT FACILITY IMPROVEMENT
PROJECT FOR LICENSED GENERAL AND PRIME CONTRACTORS

COPIES OF THE BIDDING AND CONTRACT DOCUMENTS INCLUDING DRAWINGS AND SPECIFICATIONS MAY BE OBTAINED AS OF **APRIL 5, 2017** FROM HIGHLAND ASSOCIATES, 102 HIGHLAND AVENUE, CLARKS SUMMIT, PA. 18411 UPON RECEIPT OF A NON-REFUNDABLE CHECK IN THE AMOUNT OF **$125.00 FOR EACH SET** ALONG WITH A PDF DISK REQUESTED SET OF DOCUMENTS MADE PAYABLE TO HIGHLAND ASSOCIATES. SHOULD A BIDDER REQUEST THEIR BIDDING DOCUMENTS TO BE SHIPPED, THE BIDDER WILL ALSO BE REQUIRED TO SUBMIT AN ADDITIONAL NON-REFUNDABLE CHECK PAYABLE TO HIGHLAND ASSOCIATES IN THE AMOUNT OF **$40.00 FOR SHIPPING AND HANDLING.**

A **MANDATORY** PRE-BID CONFERENCE WILL BE HELD ON **FRIDAY, APRIL 28, 2017 AT 10:00 A.M. IN CITY HALL'S GOVERNORS ROOM—340 NORTH WASHINGTON AVENUE, SCRANTON, PA. 18503** TO REVIEW THE PROPOSED WORK AND AREAS. A WALK THROUGH OF THE BUILDINGS WILL FOLLOW IMMEDIATELY AFTERWARDS THROUGHOUT ALL SEVEN (7) FACILITIES. BIDS FROM BIDDERS THAT FAILED TO ATTEND THE PRE-BID CONFERENCE AND WALK THROUGH SHALL BE REJECTED.

EACH BIDDER SHALL ENCLOSE BID SECURITY WITH THEIR BIDS IN THE FORM OF AN ACCEPATABLE BID BOND, CASHIER'S CHECK, TRUST COMPANY TREASURER'S CHECK, OR A CERTIFIED CHECK IN AN AMOUNT EQUAL TO 10% OF THE TOTAL BID IN ACCORDANCE WITH THE INSTRUCTIONS TO BIDDERS. PERFORMANCE AND PAYMENT BONDS FOR 100% OF THE CONTRACT SUM WILL BE REQUIRED OF THE SUCCESSFUL BIDDER.

THE CONTRACT SHALL BE AWARDED TO THE LOWEST, MOST RESPONSIBLE BIDDER; HOWEVER, THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART OF ANY BID. BIDDERS ARE INVITED TO HAVE A REPRESENTATIVE PRESENT AT THE BID OPENING.

ENVELOPES CONTAINING BIDS SHALL BE PLAINLY MARKED OUTSIDE "CITY OF SCRANTON FIRE DEPARTMENT FACILITY IMPROVEMENTS"AND DELIVERED OR MAILED TO THE OFFICE OF THE CITY CONTROLLER, CITY HALL, 2ND FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, SO AS TO BE RECEIVED AT THE OFFICE BY THE TIME FIRST SPECIFIED ABOVE. PROPOSERS ARE

RESPONSIBLE FOR SUBMITTING THEIR BIDS TO THE APPROPIATE LOCATIONS AT OR PIOR TO THE TIME INDICATED IN THE SPECIFICATIONS. DELAY IN THE MAIL DELIVERY IS NOT AN EXCEPTION TO THE RECEIPT OF BIDS. THE CITY OF SCRANTON REQUIRES SIX (6) COPIES OF ALL BIDDING DOCUMENTS.

QUESTIONS CAN BE EMAILED TO DAVID BULZONI (dbulzoni@scrantonpa.gov).

DAVID BULZONI
BUSINESS ADMINISTRATOR

SECTION 002114 – INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.01 INVITATIONS FOR BIDS

A. Sealed Proposals for the City of Scranton Fire Department Facility Improvements Project, Lackawanna County, Scranton, Pennsylvania, must be submitted to the Owner in accordance with the Invitation to Bid.

1.02 OPENING OF BIDS

A. Bids will then be opened and publicly read aloud immediately following bid submission.

1.03 OWNER'S REPRESENTATIVES

A. The Architect for the Project is Highland Associates, Ltd. Architecture Engineering Interior Design, 102 Highland Avenue, Clarks Summit, Pennsylvania 18411, (570) 586-4334. The Architect provides for the design of the Project, as set forth in the Contract Documents generally and the Drawings and Specifications in particular.

B. The Owner's designated representative is Mr. David Bulzoni. The representative is authorized to make decisions on behalf of the Owner, provided the financial effect on the Project budget does not exceed $10,000.00 and provided that the cumulative effect of all such decisions does not exceed the budget for contingencies.

1.04 DOCUMENTS

A. Bona fide Prime Bidders may obtain a complete set of Bidding and Construction Documents and Drawings and Specifications from the Architect in accordance with the provisions of the Invitation to Bid.

1.05 EXAMINATION

A. The Bidder shall carefully study and compare the Contract Documents with each other and with other work being bid concurrently or presently under construction to the extent that it may affect the Work on the Project.

B. The Bidder shall examine the sites where the Work will be performed and local conditions in order to obtain first-hand knowledge of existing conditions and limitations, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered. Failure to visit the site will not relieve the Contractor of responsibility for same nor will extra payment requests be considered for conditions which could have been determined by examination of the work sites and Construction Documents.

C. The Bidder shall determine the extent to which an award by the Owner for other Work, including Work performed by other Prime Contractors, may bear upon the Work performed by the Contractor.
D. The Bidder shall consider the effect on his Work of Owner's on-going operations and shall adjust his Bid based upon the likelihood that these operations will restrict the duration and sequencing of work

activities. In this regard, Bidder acknowledges the provisions of Section 010150 of Division 1 of the Specifications and that the process set forth there is reasonable and has been accounted for in his Bid.

1.06 BIDDER'S QUALIFICATIONS

A. Bidder shall submit with the Bid a completed Qualifications Statement, the form of which is included in Division 00. A submitted Qualifications Statement completed in a manner that demonstrates bad faith shall be rejected and the Bid declared non-responsive as per Subparagraph 1.15.E. Along with the Statement, the Bidder shall provide a complete copy of its most recent financial statement. A negative response to the request for a complete copy of the most recent financial statement shall be conclusively treated as non-responsive and shall disqualify the Bidder.

B. The Owner may make such investigation as is deemed necessary to determine the responsibility of the Bidder, including the ability of the Bidder to perform the Work according to the requirements of the Contract Documents. The Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if, by the evidence submitted or as the result of investigation, the Owner concludes in its discretion that the Bidder is not properly qualified to carry out the obligations of the Contract or is otherwise not a responsible contractor under applicable law.

1.07 BID SECURITY

A. Each Bid must be accompanied by a single original Bid Bond, Cashier's Check, Trust Company Treasurer's Check or Certified Check in favor of or made payable to the City of Scranton in an amount of not less than ten percent (10.0%) of the Base Bid. Any Bid Bond submitted as Bid Security shall be in the form as provided on the Contract Documents and shall be issued by a surety company licensed to do business in the Commonwealth of Pennsylvania with an A.M. Best rating of A- or better. The failure of the Bidder to submit the Bid Security shall be conclusively treated as a deficiency requiring the rejection of the Bid. In the event of any inconsistency between a Bid Bond provided and these Instructions to Bidders, the Instructions shall control.

B. Such Bid Security shall be submitted with the understanding that it shall guarantee that the Bidder's Bid will not be withdrawn for the period of time allowed by Pennsylvania Act 1978-317, as amended and other provisions of applicable law; that, if the Bid is accepted, the Bidder will execute the Form of Agreement, Payment and Performance Bonds, insurance certificates, and other submittals required by Paragraph 1.18 of these Instructions; and that in the event of withdrawal of said Bid within said period, the failure to furnish documents or information requested to cure a deficiency in the Bid, or the Bidder's failure to enter into said Agreement or provide the submittals required after notice of intent to award has been issued, the Bidder shall be liable to the above mentioned Owner for the full amount of such Bid Security as representing the damage to the Owner on account of the default of the Bidder in any particular hereof.

C. The successful Bidder's Security will be retained until he has signed the Contract and furnished the required submittals. The Owner reserves the right to retain the Security of the next two (2) lowest Bidders until the lowest Bidder enters into a Contract or until 60 days after bid opening, whichever is the shorter. All other Bid Security will be returned as soon as practical. If any Bidder refuses to enter into a Contract, the Owner will retain his Bid Security as liquidated damages. Bidder acknowledges that, by the submission of his Bid, the amount of these liquidated damages constitute reasonable compensation for the expense and administrative cost of re-bidding the contract and therefore is not a penalty.

1.08 BIDDER'S ACKNOWLEDGEMENTS REGARDING PROPOSED WORK

A. Contracts will be awarded with the understanding that the Bidder, prior to submission of the Bid, has become acquainted with the requirements of the Contract Documents for all Prime Contracts, the work performed by other contractors, the condition of the sites, the existing building, all utilities in existence (including those to which connections are to be made), and all other conditions of the sites and existing structures and has obtained all information necessary for the submission of his Bid and the completion of the Work on or before the submission of his Bid. Acknowledgement by the Bidder constitutes a binding agreement and understanding with the Owner that a claim may not be submitted based on a matter that is contrary to the subject of the acknowledgement.

B. In connection with the sites, a walk-through of all seven sites will be conducted immediately following the mandatory, pre-bid meeting. Should the Bidder desire to obtain additional information and data, a written request shall be made to the Architect, in accordance with the provisions of Subparagraph 1.09.E of these Instructions.

C. The Bidder acknowledges that he has examined carefully and in detail the character of the Project sites, existing structures, existing mechanical, electrical and plumbing systems, the Contract Documents and all other matters pertinent to the Work contemplated. The Bidder has satisfied himself as to the conditions to be encountered overhead, on the surface and concealed, the character quality and quantities of work to be done and materials to be furnished, and the requirements of the Contract Documents. The Bidder acknowledges that the Owner makes no representations regarding the conditions found at the Project sites.

D. The Bidder acknowledges that he has carefully examined all Contract Documents and materials pertinent thereto, with respect to all the categories of Work for which the Owner had advertised and will receive proposals, and is completely aware and satisfied as to the character, quality and quantities of all Work, materials and for services required or to be provided or performed and will complete all Work of the Contract and further has examined the Work that will be required of the other Contractors employed by the Owner on the Project.

E. The Bidder acknowledges that, should Work to be performed be specified or indicated in more than one Prime Contract and no clarifications received by Addendum prior to Bid date, each Prime Contract Bidder so affected who is submitting a Bid shall consider the Work to be part of their Prime Contract. A subsequent determination will be made and an amount commensurate to the labor, material and equipment to be provided will be deducted from the Contractor determined not to be responsible.

F. The Bidder acknowledges that the Bidder has visited or has been given the opportunity to visit the Project sites, has read the Contract Documents and understands their full character and intent, and that, should the Owner subsequently accept his proposal, no claims, allowances or concessions will be made, accepted or recognized at any future time for any additional labor, equipment or materials require, or for any difficulties encountered in the Work, or for the lack of any information which could have been foreseen, apparent or ascertained by the Bidder.

G. The Bidder acknowledges that he has ascertained all governmental and utility requirements with respect to wage scales, materials, labor, safety and sanitation and shall base his Bid prices on full compliance therewith.

H. The Bidder acknowledges that he has familiarized himself with labor conditions which might affect or influence the performance of the Work.

I. The Bidder acknowledges that he was afforded the opportunity to attend and participate in the pre-bid meeting.

J. The Bidder acknowledges that he is fully aware of the Owner's status as a governmental entity in relation to this Project and the requirements of Applicable Laws related to certain exemptions from the application of sales taxes and has reviewed any letter-ruling made available and obtained by the Owner from the Department of Revenue. See Section 00910.

K. The Bidder acknowledges that the Bidder and other Prime Contractors on the Project are responsible for coordination of their own construction activities and for resolving coordination issues between themselves in accordance with the General Conditions.

L. The Bidder acknowledges that he is aware and has been advised that the Contractor is solely responsible for initiating, maintaining and supervising all safety precautions and programs required under its portion of the Work and the Work of the Bidder's Subcontractors and Sub-subcontractors and that the Bidder has reviewed, evaluated and taken into consideration these requirements when submitting the Bid.

M. The Bidder acknowledges that he is aware and has been advised that his Subcontractors must be given these requirements for bidding purposes so as to ensure consistency and adherence to the Contract Documents, that the Bidder as Contractor is responsible fully to the Owner for the performance of his Subcontractors and that the Bidder will require each Subcontractor, through legally enforceable written agreements, to meet all of the responsibilities with respect to any portion of the Work performed by any Subcontractor.

N. The Bidder acknowledges that he assumes all risks resulting from any changes in the conditions which may occur during the progress of the Work, subject to the right of any Contractor to recover from another Prime Contractor damages for interference and delay.

O. The Bidder has reviewed the scheduling requirements issued by and on behalf of the Owner and appearing on the drawings and in the Specifications, including Section 010150, and has to the extent appropriate incorporated the information set forth therein in preparing his Bid.

1.09 UNDISCLOSED SITE AND BUILDING CONDITIONS

A. The Owner has been unable to identify any existing drawings and other similar documents related to existing buildings and other structures connected to or otherwise related to the Work. The Owner has, however, secured or otherwise obtained building information in the form of a voluminous study entitled, "City of Scranton 2016 Fire Department Facilities Assessments (March 2016)." This document (hereafter referred to as "Building Information") is available for review upon written request submitted to the Architect..

D. The Building Information was obtained by or on behalf of the Owner for the Architect's use in designing the Project. The Building Information has been provided or otherwise made available to the Bidders. The technical data found in the Building Information is represented to be accurate by Owner, but the conclusions and inferences that may be found in or inferred from the Building Information is not warranted and the accuracy or completeness of any such conclusions and inferences is not guaranteed by Owner, Architect or Architect. The Contractors must assume all responsibility in performing Work for this Project and shall not rely on Building Information. The Bidder shall make his own investigation of the conditions in existing structures and at the Project sites.

E. If Bidder desires to obtain additional information or data to supplement that which exists in the form of Building Information, Bidder shall make a written request, directed to the Architect. Owner will, to the extent reasonably feasible, afford the Bidder the opportunity, at Bidder's own expense, to conduct additional tests and examinations and to make measurements and studies of all kinds; where Owner cannot grant such rights, it will cooperate with Contractor in endeavoring to secure such rights. The ground and existing structures shall be returned to its original condition as prior to testing. Owner may require a bond to secure the restoration of the original conditions.

1.10 REVIEW OF DRAWINGS AND SPECIFICATIONS AND ADDENDA

A. It is the intent of the Owner to fully clarify all requirements of the Contract Documents. If the Bidder is in doubt as the meaning of the Drawings and Specifications, or other Contract Documents, he may submit to the Architect, a written request on the attached form appearing here as Attachment A for interpretation or correction thereof. Requests to be given consideration must be received at least seven (7) calendar days prior to the bid date. The person submitting the request will be responsible for the prompt delivery of the Pre-Bid Request For Information (RFI). Any interpretation of the proposed documents will be made by Addendum only, duly issued. A copy of each addendum issued, will be sent to each company known to be contemplating the submission of a Bid and in the possession of a complete set of Bidding and Contract Documents. The addendum will be issued not later than 48 hours prior to the bid date. Neither the Architect nor Owner are responsible for any explanation or interpretation of the Bidding or Contract Documents transmitted orally or in any manner other than the issuance of an Addendum.

B. No recovery shall be allowed a Contractor who fails to request clarification of a Contract Doeument requirement for damages associated with that requirement. The Contractor shall not at any time after submission of the Bid, assert any claim whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall the Contractor claim any misunderstanding in regard to the nature, conditions or character of the Work to be done under the Contract as to which the Contractor failed to inquire.

C. The Bidder shall contact the Architect prior to the submission of the Bid to secure information on the latest Addenda issued. All Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether or not received by the Bidders and whether or not acknowledged in the Bid.

D. The Bidder must base his Bid on the products and manufacturers specified in the Contract Doeuments, as modified by written Addenda. No substitutions are permissible where the Contract Documents provide for: (i) three products and/or manufacturers; (ii) one explicitly identified proprietary manufacturer; or (iii) one manufacturer where there is no explicit limitation to an identified proprietary product and therefore equal products and/or manufacturers are permitted.

1.11 REGULATIONS, APPLICABLE LAW AND PERMITS

A. The law of the Commonwealth of Pennsylvania shall govern the interpretation of this Contract. Applicable law may include any of the following:

1. The Pennsylvania statewide building code: Act 45 - The Uniform Construction Code (UCC) Act of 1999, which adopts the International Code Council Family of Codes - 2003, except that the UCC Administrative Regulations replace Chapter One of each of the International Codes.
2. Lackawanna County Plumbing and Health Departments.
3. City of Scranton ordinances, codes, and regulations.

B. The general prevailing minimum wage rates, as determined by the Pennsylvania Department of Labor and Industry, Bureau of Labor Law Compliance for Prevailing Minimum Wage Predeterminations, shall be paid for each craft or classification of all workers needed to perform the Contract during the anticipated term thereof.

C. Bids shall be submitted on the basis of full and total compliance with all Federal and State laws, regulations, statutes and requirements pertaining to this Project. Bidder shall contact prior to bidding, the local municipality having jurisdiction and ascertain the building codes, permits, fees, and regulations pertaining to this Project. The Bidder shall determine what local ordinances, if any, will affect his Work and shall check for any county, city, borough, or township rules and regulations applicable to the area in which the Project is being constructed and, in addition, for any rules or regulations of other organizations having jurisdiction such as planning commissions, industries or utility companies. Any costs of compliance with local controls shall be included in the Bid, even though requirements of such local controlling agencies are not listed herein.

D. The Bidder shall contact the local authorities regarding any requirements for Contractor Licenses and/or bonding, and any ordinances which may restrict early morning, late evening, and/or weekend work hours, as well as any restrictions regarding access routes to the Project sites.

E. The Owner shall be solely responsible for the cost associated with obtaining the General Building Permit or Permits for the Projects. The Contractor awarded the General Trades Contract shall cooperate with the Owner in connection with the application for this Permit and payment of the appropriate fee. The Bidder shall include the cost of all building permits and licenses in his Bid, but the cost of the General Building Permit shall be excluded from the Bids and will be paid for by the Owner directly. If for any reason the General Trades Contractor is required to pay the cost of the General Building Permit, Owner shall reimburse the General Trades Contractor for that expense, without markup.

1.12 PRE-BID CONFERENCE

A. The time and place for the Pre-bid Conference and walk-through appears in the Instructions to Bidders.

B. Questions from this meeting requiring modification of Contract Documents will be addressed in an Addendum or Addenda. The Bidder may not rely on the answers and responses given orally and may rely only on written answers to questions raised at pre-bid meeting that are included in an Addendum.

1.13 COMPLETION OF WORK AND LIQUIDATED DAMAGES

A. The Bidder shall submit his Bid with the understanding that (1) the Contractor shall begin on the date indicated in or established by the Notice to Proceed and shall carry the Work forward expeditiously to achieve Contract Milestones and Substantial Completion on or before the times stipulated in the Contract Documents, (2) the time for the completion of the Work shall be considered of the essence of this Contract, and (3) for the costs of extra inspection, salaries of contingent forces and other expenses entailed by the Owner by delay in completing the contract, said Owner shall be entitled to liquidated damages, and not as a penalty, in the amounts set forth in the Contract Documents for each and every calendar day's delay, provided that the delay was not solely caused by the Owner or not otherwise excused in accordance with the General Conditions and other Contract Documents.

B. In the event that the Work must be conducted beyond the normal working hours specified or if the project is not completed by the specified duration, the Contractors shall reimburse the Consultants (A/E,

CM, etc.) for all their additional expenses. Expenses shall be calculated at the cost times 2.75 on labor and costs times 1.15 on all other items.

D. The reimbursement set forth above are in addition to liquidated damages, if any, and shall be paid to the Consultants by the Contractors prior final payment or the amounts shall be deducted from Contractors final payment. Reimbursement to the Consultants for additional expenses shall not apply to the extent that their overtime or extension is the fault of the Consultant or beyond the reasonable control of the Contractor.

1.14 PREPARATION AND PRESENTATION OF BIDS

A. Each Bidder shall submit a single original Bid using the Bid Forms and one copy. The Bid must be delivered in a sealed opaque envelope on or before the time and at the place stated above. Transmission of a Bid by electronic means, verbally or by facsimile is not permitted. Name of the Bidder, Prime Contract Name and Number shall appear on the face of the bid envelope. If more than one copy of a Bid, or more than one Bid, is enclosed in a single envelop, the Owner shall accept for review the copy of a Bid or the Bid that is in the Owner's sole judgment the more favorable. Nothing herein precludes Bidder from submitting more than one Bid in separate envelopes. Contractors bidding on more than one prime contract must submit bids in separate appropriately marked envelopes.

B. An original Bid Form for use by Bidder shall be furnished with the Bidding Documents.

C. The failure to execute or complete a blank on the Bid Form shall cause the Bid to be rejected only if the amount of the Base Bid or Bid for an Alternate or Unit Price cannot be determined. The failure of the Bidder to sign the Bid Form shall be conclusively treated as a nonresponsive Bid and the Bid shall be rejected. The failure to attest to the signature made on behalf of a corporate Bidder or a Bidder which is Limited Liability Company shall not make the Bid nonresponsive. If the Bid Form is inconsistent, the interpretation most favorable to the Owner will govern.

D. The blanks provided for the entry of sums on the Bid Form shall permit the Bidder to enter its Bid in words, or in numerical figures, or in both words and numerical figures. In case of discrepancy where both words and numerical figures are entered, the numerical figures shall control. No Bid shall be rejected solely by reason of the failure to enter sums in both words and numerical figures provided that a sum is ascertainable. If a sum is ascertainable, the Bid will conclusively be determined to be responsive.

E. All Bids should be regular in every respect and interlineations, additions, excisions or conditions made or included in the completed Bid Form by the Bidder shall be disregarded and the Bid accepted. Only in the event that, notwithstanding the disregard of the interlineation, addition, excision or condition, the amount of the Base Bid or Bid for an accepted Alternate Bid cannot be determined shall the Bid be rejected.

F.(1) All requested Alternates shall be bid. If an alternate price called for does not involve a change in price, the Bidder shall so indicate by writing "No Change", "None", "Zero", "0", "No cost", "N/A" or the equivalent of any of these entries, in the space provided. The Bidder shall not be permitted to refuse to bid on an Alternate. The use of any of the above-identified entries, or the failure to enter an amount in the blank for an Alternate, shall be treated conclusively as a Bid of zero dollars for the Work described in the Alternate. The failure to indicate whether a sum inserted for an Alternate is an "add" or a "deduct" shall be treated conclusively as a deduction to the Base Bid.

(2) The Owner may designate certain Alternates as "Option Alternates" in the Bid Form. The designation of an Alternate as an Option Alternate does not cause the Option Alternate to lose its

character as an Alternate under the Contract Documents. All requested Alternates, including Option Alternates, shall be bid. The price of all Option Alternates selected at the time of award by the Owner shall be included in the calculation of lowest price for the Work.

(3) The price of all Option Alternates not selected at the time of the award shall be held and preserved for the duration of the Project. The Owner shall have the right, at its option, to select an Option Alternate during the course of construction and to direct that the Contractor perform the Work which the Option Alternate identifies and to cause to be prepared a Change Order or Construction Change Directive to compensate the Contractor in the amount originally bid.

G. All requested Unit Prices shall be bid. If an alternate price called for does not involve a change in price, the Bidder shall so indicate by writing "No Change", "None", "Zero", "0", "No cost", "N/A" or the equivalent of any of these entries, in the space provided. The Bidder shall not be permitted to refuse to bid on an Alternate. The use of any of the above-identified entries, or the failure to enter an amount in the blank for an Alternate, shall be treated conclusively as a Bid of zero dollars for the Work described in the Alternate.

H. All requested Unit Prices for which estimated quantities have been provided in the Bid Form or elsewhere in the Contract Documents shall be bid. The cost of Unit Price Work for which estimated quantities have been provided shall be included in the Base Bid. If the Unit Price Work will be performed at no cost to the Owner, the Bidder shall so indicate by writing "No Change", "None", "Zero", "0", "No cost", "N/A" or the equivalent of any of these entries, in the space provided. The Bidder shall not be permitted to refuse to bid on a Unit Price. The use of any of these entries, or the failure to enter an amount in the blank for Unit Price Work shall be treated conclusively as a Bid of zero dollars for that Work.

I. All requested Unit Prices for which no estimated quantities are provided in the Bid Form shall also be bid. If the Unit Price Work will be performed at no cost to the Owner, the Bidder shall so indicate by writing "No Change", "None", "Zero", "0", "No cost", "N/A" or the equivalent of any of these entries, in the space provided. The use of any of these entries, or the failure to enter an amount in the blank for Unit Price Work shall be treated conclusively as a Bid of zero dollars for that Work.

J. The Bidder shall include the cost of all building permits and licenses in his Bid, but the cost of the general building permit shall be excluded from the Bids and will be paid for by the Owner directly or as a reimbursable item in the pay applications of the Contractor awarded the contract for General Construction, without markup.

K. The Bidder shall not condition, qualify or otherwise assert a stipulation of any kind in the Bid. Any condition, qualification or stipulation added to the Bid Form shall be disregarded and the Bid accepted as if the condition, qualification or stipulation did not appear. Only in the event that, notwithstanding the disregard of the condition, qualification or stipulation, the amount of the Base Bid or Bid for an accepted Alternate cannot be determined shall the Bid be rejected.

L. The Bid Form must be signed by and on behalf of the Bidder, using any readable medium. The failure of the Bidder to submit and sign the Bid Form and submit Bid Security shall be conclusively treated as a deficiency requiring the rejection of the Bid. The failure to provide an attestation to the signature of the Bidder shall be conclusively treated as an irregularity which, in the discretion of Owner may be ignored and the Bid accepted, provided that the attestation is submitted after the Bid within three (3) business days of written notice from Owner of the deficiency and of the opportunity to cure. If the Bidder fails to cure within the three (3) days or other period provided, the Bidder shall forfeit its Bid Security, the Bid shall

be rejected as nonresponsive, and the Bidder shall be deemed not a responsible contractor for the next two construction solicitations issued by Owner.

M. The failure to complete the envelope containing the completed Bid Form with the information required by this Paragraph shall be conclusively treated as an irregularity which, in the discretion of Owner may be ignored and the Bid accepted, provided that the omitted information or missing portion of the information is submitted after the Bid within three business (3) days of written notice from Owner of the deficiency and of the opportunity to cure. If the Bidder fails to cure within the three days or other period provided, the Bidder shall forfeit its Bid Security, the Bid shall be rejected as nonresponsive, and the Bidder shall be deemed not a responsible contractor for the next two construction solicitations issued by Owner.

N. Bids may be submitted by sole proprietors, partnerships, corporations, limited liability companies and forms of business organizations that are for the purposes of the Contract a functional equivalent. Each Bidder must complete the Bid Form by entering the information requested, including for example the name of the Bidder, the name of the person signing the Bid, the Bidder's business address with ZIP code, and other information of the type required by sub-subparagraphs to this Subparagraph. With the exception of the failure of the Bidder to sign the Bid Form, the failure to complete the Bid Form with regard to such information shall be conclusively treated as an irregularity which, in the discretion of Owner may he ignored and the Bid accepted, provided that the omitted information or missing portion of the information is submitted after the Bid within three business (3) days of written notice from Owner of the deficiency and of the opportunity to cure. If the Bidder fails to cure within the three days or other period provided, the Bidder shall forfeit its Bid Security, the Bid shall be rejected as nonresponsive, and the Bidder shall be deemed not a responsible contractor for the next two construction solicitations issued by Owner. The failure of the Bidder to sign the Bid Form shall be conclusively treated as a deficiency requiring the rejection of the Bid, and the Owner may award to the next lowest responsible and responsive Bidder.

O. Bids by sole proprietors must be signed by the individual proprietor and witnessed. Any fictitious name or name under which the sole proprietor trades must be stated.

P. Bids by partnerships must furnish the full name of one or more general partners, and must be signed in the partnership name by one or more general partners, followed by a listing of the names of all partners.

Q. Bids by corporations must be signed by the president of the corporation, a vice president of the corporation, or another corporate representative whose authority is established hy an attached resolution. The signature of the representative must be witnessed and attested to by a secretary, assistant secretary, treasurer, assistant treasurer, or another corporate representative whose authority is established by an attached resolution. The Bid of a corporation does not require the affixing of the corporate seal. Any corporate resolutions attached to the Bid in order to establish the authority of a corporate representative may be dated as of the date of the Bid, or for a period of no more than one year prior thereto.

R. Bids by a Limited Liability Company or LLC, or equivalent form of business organization, must submit the Operating Agreement or similar documentation, establishing the authority of the representative who executes the Bid and the authority of the representative who attests to the validity of the signature.

S. When requested by the Owner, satisfactory evidence of the authority of the individual signing on behalf of the Bidder or attesting to the signature shall be furnished. The failure to furnish satisfactory evidence of the authority of the individual with three (3) business days, shall be conclusively treated as a deficiency requiring the rejection of the Bid.

T. The Bidder shall insert the Addendums by number in the spaces provided on the Bid Form. The Bidder shall ascertain, prior to submitting a Bid, that the Bidder has received all Bulletins and other Addenda issued. Bidder by the submission of the Bid, acknowledges conclusively that all Addenda properly issued are applicable and operative as a part of the Contract Documents. Failure of any Bidder to receive any Bulletin or Addenda as provided for herein shall not release such Bidder from the obligation of his Bid and the obligation to comply with the provisions of the Addenda. The failure to list one or more of the Addendum numbers on the Bid Form does not make the Bid nonresponsive.

U.(1) As a precondition to the reading and acceptance of any Bid tendered by any corporation not incorporated in the Commonwealth of Pennsylvania, or the Bid of any other form of business organization including but not limited to a sole proprietorship, a limited partnership or a limited liability company not domiciled in the Commonwealth, the corporation, limited liability company, limited partnership or sole proprietorship shall comply with any applicable Commonwealth requirements related to registration.

(2) A corporation not incorporated in the Commonwealth shall provide a Certificate of Authority, or if a Certificate has neither been issued or denied the application for the Certificate, as an attachment to the Bid. This Certificate of Authority shall be issued by the Department of State, Commonwealth of Pennsylvania, pursuant to the provisions of Section 4121 of the Business Corporation Law of 1988 (15 Pa. C.S. § 4121) of the Commonwealth of Pennsylvania.

(3) A foreign limited liability company and a foreign limited liability partnership shall comply with the registration requirements set forth in 15 Pa. C.S. § 8981 and § 8582 respectively.

(4) A Bidder who has adopted any other form of business organization, including but not limited to a sole proprietorship, and is not domiciled in the Commonwealth, shall establish that he has complied with applicable registration requirements or that no such requirements exist under Applicable Laws.

(5) Failure of a corporation, limited liability company, limited partnership or sole proprietorship to attach said proof of registration, or the application, to the Bid shall be conclusively treated as an irregularity which, in the discretion of Owner may be ignored and the Bid accepted, provided that the Certificate of Authority or other proof of registration, or the pending application, is submitted after the Bid within three (3) days of written notice from Owner of the deficiency and of the opportunity to cure. If the Bidder fails to cure within the three days or other period provided, the Bidder shall forfeit the Bid Security, the Bid shall be rejected as nonresponsive, and the Bidder shall be deemed not a responsible contractor for the next two construction solicitations issued by Owner. The failure to provide proof of registration or a pending application upon the issuance by the Owner of the notice of award shall constitute a failure of a condition subsequent and shall be judged as sufficient cause to reject the Bid, and the Owner may award to the next lowest responsible and responsive Bidder.

(6) As of June 2004, the administration of these requirements was through the Pennsylvania Department of State, Corporation Bureau, 206 North Office Building, Harrisburg, PA 17120, telephone (717) 787-1057, facsimile (717) 783-2244.

V. In all instances where an additional period of time is allowed for the submission of additional documents or information, and the Bidder fails to submit in a timely manner the documents or information, the Owner retains the discretion to take one or more of the following actions: (1) reject the Bid, (2) award to the next lowest bidder, and (3) deem the Bidder to be not a responsible contractor for the next two construction solicitations issued by Owner.

1.15 CONTRACT FORMS AND SUBMITTALS

A. Bids and Bid Security, in accordance with the Invitation to Bid and these Instructions to Bidders, must be submitted in an opaque sealed envelope and addressed to:

City of Scranton
Office of Business Administration
340 North Washington Ave.
Scranton , PA 18503
Attn: Mr. David Bulzoni

and shall be marked: "Bid for Proposed City of Scranton Fire Department Facility Improvements"

B. The completed Bid must be accompanied by additional documents, completed as required by the Bidding Documents, including:

1. Bid Security
2. Non-Collusion Affidavit, using the form found in Division 00.
3. Contractor's Qualifications Statement, using the form found in Division 00.
4. Certificate of Authority or its equivalent for an out-of-state Bidder or, if a Certificate has neither been issued or denied, the application for the Certificate
5. Operating Agreement of a Limited Liability Company (LLC), or equivalent form of business organization.

C. The failure of the Bidder to submit with his completed and signed Bid Form and the Bid Security, the other documents listed in this Paragraph 1.15 shall be conclusively treated as an irregularity which, in the discretion of Owner may be ignored and the Bid accepted, provided that the omitted document or missing portion of the document is submitted after the Bid within three (3) days of written notice from Owner of the deficiency and of the opportunity to cure. If the Bidder fails to cure within the three (3) days or other period provided, the Bidder shall forfeit its Bid Security, the Bid shall be rejected as nonresponsive, and the Bidder shall be deemed not a responsible contractor for the next two construction solicitations issued by Owner.

D. In accordance with the Pennsylvania Antibid-Rigging Act, 62 Pa.C.S. § 4501 et seq., the Bidder shall submit with his Bid a Non-Collusion Affidavit.

E. The Bidder shall submit a completed Qualifications Statement, reflecting a good-faith effort at providing complete information in response to the questions therein. No Bidder will be disqualified on the ground of nonresponsiveness unless the effort at completing the form is substantially incomplete or demonstrates bad faith. Before making an award, Owner may require any Bidder, upon at least three (3) days' notice, to present satisfactory evidence, in form specified by the Owner and in addition to the materials provided in the completed Qualifications Statement, of his experience, qualifications, financial ability, and other matters reasonably related to his ability to satisfactorily perform and complete the Work covered by his proposal, or reasonably related to his integrity as a public contractor. An apparent low Bidder shall upon request submit the most recent audited financial statement or, if an audited financial statement is unavailable, a financial statement prepared after a compilation or review, within three (3) days of the Owner's request. Owner may direct that Bidder appear, by designated representatives, at a meeting called to consider Bidder's responsibility as a contractor under applicable law. The Owner reserves the right to request such other information or data as the Owner and its representatives may deem necessary to evaluate the qualifications of the Bidder and to consider such matters, facts and circumstances presented by the Bidder as shall be permitted by Pennsylvania law in making a determination whether the Bidder is a responsible Bidder.

F. An out-of-state Bidder shall submit a Certificate of Authority or its equivalent, or, if a Certificate has neither been issued or denied, the application for the Certificate, in accordance with Subparagraph 1.14.U(2).

G. A Bidder which is a Limited Liability Company (LLC), or equivalent form of business organization, shall comply with the requirements of 1.14.R.

1.16 BID WITHDRAWAL AND TIME ALLOWED FOR MAKING AWARD

A. The Bidder may withdraw his Bid at any time up to the scheduled time for opening of Bids. The withdrawal of a Bid prior to the deadline for bidding may occur only by an official representative of the Bidder. Resubmitted Bids are permitted, provided that the resubmitted Bid meets all the requirements of a Bid under the Contract Documents, including the requirement of submission prior to the bidding deadline. Bids may not be modified after the deadline for submittal.

B. After the deadline for submittal, no Bid may be withdrawn except as permitted by the Bid Withdrawal Act.

C. Bids may not be modified or withdrawn by the Bidder for sixty (60) calendar days following the opening of Bids. However, if award of the Contract is delayed by the required approval of another government agency, the sale of bonds or the award of grants or grant, the Bids may not be withdrawn by the Bidder for a period not to exceed 120 calendar days from the date of bid opening in accordance with Pennsylvania law. The deadline for award and the issuance of a notice of award may be extended by mutual written agreement of the Bidder and Owner.

1.17 AWARD OF CONTRACT

A. The Contract will be awarded in accordance with the provisions of applicable law, to the lowest responsible Bidder provided the Bid complies with the requirements of these Instructions to Bidders and other Contract Documents and is reasonable and provided further that it is in the best interests of the Owner to accept it.

B. The Owner shall have the right to accept Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted on the date of Contract Award.

C. The Owner reserves the right to waive any informality in bids when such waiver is in the interest of the Owner and as may be permitted by these Instructions.

D. The Owner reserves the right to reject any and all bids when such rejection is in the interest of the Owner, and to reject the bid of any Bidder, who in the Owner's judgment, is not in position to perform the Contract. The Owner reserves the right to reject an unbalanced Bid, including a Bid with a Unit Price that unreasonably states the cost to the Bidder of a unit of Work or a Bid with an Alternate that is intended to be selected by the Owner and that is priced in an amount that unreasonably varies from the Alternate's cost to the Bidder.

E. The Resolution of the Owner's City Council, selecting a Bidder as the successful contractor on the Bid, shall constitute (1) notice of the intent to award for the purpose of Paragraph 1.18, and (2) the award for the purpose of the deadline for awarding a contract under the Award and Execution of Contracts Act.

F. Each Bidder agrees to waive any claim it has or may have against the Owner, the Architect, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

1.18 SUBMITTALS REQUIRED POST-AWARD

A. The Owner, during the period allowed and any extensions thereof, in its sole discretion, may after selection of a Bidder issue a notice of intent to award. Any such notice is not a Contract Document. Thereafter, Owner may award a Contract to the Bidder selected by Owner and sign the Owner-Contractor Agreement, provided that the Bidder delivers to the Owner (by delivery to the Architect unless an Owner's notice of intent to award shall designated a different place) within seven (7) days of notice the following:

.1 Executed Agreement (executed in the required number of counterparts) in the form set forth in the Contract Documents.

.2 Performance and Payment Bonds in the form set forth in Contract Documents and in accordance with these Instructions to Bidders.

.3 Insurance Certificates, policies or other evidence of insurance for insurance coverages that the Contractor is required to maintain.

.4 Corporate resolutions showing authorization of representative to sign the Agreement (other than the officials specified in Subparagraph 1.14.Q), and similar documents showing the authorization of a representative of a Limited Liability Company to sign, under Subparagraph 1.14.R).

.5 Other documents and submittals required by the Contract Documents.

Failure of the Bidder to whom notice of intent to award has been given to deliver above items required by the Contract Documents within seven (7) days shall constitute grounds for the Owner to declare the Bidder's Bid Security forfeited and to award to another Bidder, unless .

B. The Owner-Contractor Agreement in final form will be prepared by Owner using the form identified in the Contract Documents.

C. Bidder shall furnish a Performance Bond and a Payment Bond on the forms provided, each in the amount of one hundred percent (100%) of the total amount of the Contract, including Alternates and included Unit Prices, in triplicate, with a Surety Company acceptable to the Owner. At least one (1) copy of the Bonds must be an original. The Attorney-in-Fact who executes the Payment and Performance Bonds on behalf of the Surety Company shall affix to the bonds a certified and current copy of its Power of Attorney, authorizing said Attorney-in-Fact to act on behalf of the Surety. The Surety Company shall be licensed in the Commonwealth of Pennsylvania with an A.M. Best rating of no less than A minus. The Bonds shall be dated, the Power of Attorney must be dated the same day as the Bonds and both the Bonds and Power of Attorney shall have affixed the raised corporate seal of the surety. The Agreement shall be executed by the President or a Vice President of the Corporation and the execution of the Agreement shall be attested to by the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer. If an officer other than one of these enumerated officers signs or attests to the Bond, the Bond shall be accompanied by documentation establishing the authority of the officer to sign or to attest.

D. The Contractor shall deliver said Bonds to the Owner not later than seven (7) days after issuance of the intention to award or notice to proceed and prior to executing the agreement. Failure or neglecting to

deliver said Bonds, as specified, shall be considered as having abandoned the Contract and the Bid Security will be retained as liquidated damages.

E. The insurance certificates submitted must meet the requirements set forth in the General Conditions.

F. After approval of Agreement, Bonds, insurance, and other submittals, the Owner will sign and date the Agreement. Owner shall return to the successful Bidder within a reasonable period of time one (1) original of the dated, executed Agreement.

1.19 OTHER LAWS AND REGULATIONS

A. The Bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances and codes, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they are deemed to be included in the Contract the same as though herein written in full.

B. Federal Occupational Safety and Health Act of 1970 (OSHA)

.1 Attention is directed to the terms, provisions and conditions of the William-Steiger Safety and Health Act of 1970, which is specifically applicable to this Project.

.2 The Contractor agrees to be bound by them and further agrees and promises to conform and comply with the Standards set forth in the Act.

.3 The Contractor is required to promptly perform all reporting and recording, compliance and safety as required by said Act.

C. Pennsylvania Act 287 - Utilities Protection:

The Contractor will be responsible for complying with Pennsylvania Act 287, commonly known as the "Call Before You Dig Act". Excavation or digging Contractors may learn the utilities and authority Owners by calling 1-800-242-1776 statewide prior to excavation work. One call locates utility lines and the utilities are notified.

D. Pennsylvania Prevailing Wage Act 442:

.1 The general prevailing minimum wage rates including contributions for employees benefits as shall have been determined by the Secretary of Labor and Industry which must be paid to the workman employed in the performance of the Contract are included in this Project Manual.

The Contract shall specifically provide that 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), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.

.2 The Contract shall contain the stipulation that such workmen 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 this Section.

.3 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.

.4 The Contractor shall insert in each of their subcontracts all of the stipulations contained in these required provisions and such other stipulations as may be required.

.5 The Contract shall provide that no workmen may be employed on the public work except in the classifications set forth in the decisions of the Secretary of Labor and Industry. In the event that additional or different classifications are necessary the procedure set forth in Section 7 of these Regulations shall be followed.

.6 The Contract shall provide that all workmen employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contractual relations which may be alleged to exist between any contractor, subcontractor and workmen, not less than once a week without deduction or rebate, on any account, whether directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the contract, the Act, or these Regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to any workman on the public work.

.7 The Contract shall provide that the contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary of Labor and Industry, including the effective date of any changes thereof, in a prominent and easily accessible place or places used by them to pay workmen their wages. The posted notices of wage rates must contain the following information:

a. Name of project.
b. Name of public bid of which it is being constructed.
c. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
d. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
e. The statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the contractor and/or subcontractor are not complying with the Act or these Regulations in any manner whatsoever, they may file a protest in writing with the Secretary of Labor and Industry 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 public work project. Any workmen paid less than the rate specified in the contract shall have 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.

.8 The Contract shall provide that the contractor and all subcontractors shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day and the actual hourly rate of wage paid (including employee benefits) to each workman employed by them in connection with the public work and such record must include any deductions from each workman. The record shall be preserved for two years from the date of payment and shall be open at all reasonable hours to the inspection of the public body awarding the contract and to the Secretary of Labor and Industry or his duly authorized representatives.

.9 The Contract shall provide that apprentices shall be limited to such members as shall be in accordance with a bona fide 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 approved July 14, 1961 (Act No. 304) and the Rules and Regulations issued pursuant thereto shall be employed on the public work project. Any workman using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeyman in that particular craft and/or classification.

.10 Wages shall be paid without any deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary of Labor and Industry has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workman.

.11 Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, 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 Act and these Regulations, regardless of the average hourly earnings resulting therefrom.

.12 The Contract shall also provide that each contractor and each subcontractor shall file a notarized statement each week and a final statement at the conclusion of the work on the contract with the Owner, under oath, and in form satisfactory to the Secretary of Labor and Industry, certifying that all workmen have been paid wages in strict conformity with the provisions of the contract as prescribed by this Section 3 of these Regulations, or if any wages remain unpaid to set forth the amount of wages due and owing to each workman respectively. Classification of workman used on the certified payroll form shall exactly match the classifications put forth by the Department of Labor and Industry in their prevailing wage determination for the project.

.13 The provisions of the Act and these Regulations shall be incorporated by reference in the contract.

E. Nondiscrimination.

.1 According to 62 Pa. C.S.A. § 3701, the Contractor agrees that:

a. In the hiring of employees for the performance of work under the contract or any sub-contract, no contractor, sub-contractor, or any person acting on behalf of the contractor or sub-contractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

b. No contractor or sub-contractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.

c. The contract may be canceled or terminated by the government agency, and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.

F. Human Relations Act.

.1 The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employees, employers, employment agencies, labor organizations, Contractors and others. The Contractor shall agree to comply with the provisions of this Act as amended that is made part of the Specifications. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 Pa. Code 349.101.

G. Steel and Steel Products Procurement.

In accordance with Act 3 of the 1978 General Assembly of The Commonwealth of Pennsylvania approved March 3, 1978, and as amended by Act 161 of 1982, and by Act No. 1984 44, if any steel or cast iron products are to be used or supplied in the performance of this Contract only steel or cast iron products produced in the United States as defined therein, shall be used or supplied in the performance of the Contract or any contracts thereunder.

H. Taxes.

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

2. Notwithstanding the foregoing, however, Owner is exempt from sales and/or use tax in Pennsylvania on certain transactions. Contractor and all subcontractors shall comply with the requirements in the General Conditions pertaining to the payment of taxes.

I. Standard of Quality.

The various materials and products specified in the Contract Documents by name or description are given to establish a standard of quality and of cost for bid purpose. Refer to Section 016000 regarding Product Requirements.

J. Asbestos-Free Certification.

The successful Contractor shall certify that "no asbestos containing materials" (ACM) and no "asbestos containing building materials" (ACBM) in this installation.

K. No Drugs or Alcohol on the Project sites.

The performance of Work at the Project sites is governed by the Owner's policies on drug and alcohol free workplaces. Contractor's employees will abide by the same prohibitions as are applicable to the Owner's employees. Any person discovered on site with/or under the influence of any illegal drugs or alcoholic beverages will be told to leave the Project sites by the appropriate Prime Contractor, and shall not be permitted to return. Each Prime Contractor shall be responsible to monitor and enforce this issue with his own employees and those of the subcontractors.

L. No Weapons on the Project sites.

Any person discovered on site possessing a weapon will be told to leave the Project sites by the appropriate Prime Contractor, and shall not be permitted to return. Each Prime Contractor shall be responsible to monitor and enforce this issue with his own employees and subcontractors.

M. Pollution Control - Preservation Of Natural Resources.

.1 In compliance with Act No. 247 of the 1972 Session of General Assembly of the Commonwealth of Pennsylvania, Federal and/or State statutes, rules or regulations dealing with the prevention of environmental pollution and preservation of public natural resources that may affect the Specifications.

The Contractor shall fully comply with the latest revisions of said Acts and shall ensure compliance by all of the Contractor's Subcontractors.

.2 All demolition and construction waste materials and/or rubbish shall be disposed of off the project site. All demolition and construction waste materials and/or rubbish shall be disposed of in accordance with the latest Pennsylvania Solid Waste Laws at an approved facility.

.3 The Architect has obtained from the Pennsylvania Department of Environmental Protection an approved plan for soil erosion control. This plan is to be considered as part of the Contract Documents. The General Contractor shall maintain the plan on the project site at all times and shall be responsible for complying with all laws, regulations and guidelines of the Department.

N. Waiver of Right-to-Know

By submission of a Bid, Successful Bidder agrees to waive all rights provided by Pennsylvania's Right-to-Know Law to secure documents from Owner in connection with any contraet awarded to Successful Bidder by Owner. The purpose of this waiver is to protect the interests of Owner in the orderly review any claims or disputes between Owner and Successful Bidder and the orderly and efficient processing of any claim or dispute in accordance with the dispute resolution provision of the Contract with Owner. Bidder further agrees that this waiver applies to any legal person acting on behalf of Successful Bidder, including but not limited to attorneys engaged by Successful Bidder, and his directors, officers, employees, agents, consultants, and representatives. The submission of a Right-to-Know request to secure documents from Owner in connection with any contract awarded to Successful Bidder by Owner that is not withdrawn within three day of receipt of a written request from Owner invoking the provisions of this subparagraph shall subject Successful Bidder to the imposition of liquidated damages in the amount of Ten Thousand Dollars ($10,000.00).

END OF DOCUMENT 002114

ATTACHMENT "A"

Scranton Fire Station Facility Improvements

Request for Information
Pre-bid use only

Bid RFI# _____
To be completed by Architect

To: Highland Associates Architects
Highland Center
102 Highland Avenue
Clarks Summit, PA 18411
Phone: 570-586-4334 Fax: 570-586-5990
E-mail: dmarcinkevich@ha-pa.com

Date: _____

Contractor: _____
Address: _____
Phone: _____ Fax: _____

Request:

Contractor Recommendation:

Response:

Signed: _____
Date: _____

SECTION 008020 – SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from or add to the **"General Conditions of the Contract for Construction" AIA Document A201, 2007 Edition**. Where any Article of General Conditions is modified or any Section, Subsection or clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of the Article, Section, Subsection or clause shall remain in effect. References to a Section number (for example, 1.1 or 1.1.2) are to be understood generally as including all Subsections within the Section (for example, 1.1.2 and 1.1.2.1, respectively). References to a Subsection are to be understood as including the Section.

ARTICLE 1 - GENERAL PROVISIONS

Section 1.1 BASIC DEFINITIONS

Delete the first sentence of Section 1.1.1 in its entirety and, in lieu thereof, substitute the following:

1.1.1 [*Substitute:*] Owner has issued Bidding Documents and Contract Documents for the Project. It is hereby agreed and understood that all Contract Documents are being provided by Owner, and that nothing included therein shall constitute a warranty or representation by Owner's Representative, Architect, their consultants, employees or representatives.

1.1.1.1 [*Add:*] The Bidding Documents consist of the documents identified below:

a. All Addenda issued prior to the Bid
b. Instructions to Bidders
c. Attachments to the Instructions
d. Bid Forms for Construction Contracts – General, Plumbing, HVAC, and Electrical
e. Advertisement for Bid
f. Form of Contractor's Qualifications Statement
g. Form of Non-Collusion Affidavit
h. Bid Bond or Bid Security Form
i. Prevailing Wage Pre-determination
j. Form of Performance Bond
k. Form of Payment Bond
l. All other Contract Documents

1.1.2 [*Add:*] The Contract Documents consist of:

a. Amendments, Construction Change Directives and Change Orders issued subsequently to the execution of the Agreement
b. Agreement between Owner and Contractor
c. Supplementary General Conditions of Contract
d. Conditions of the Contract (AIA Document A201 – 2007)
e. General Requirements (Division 1)
f. Drawings and Specifications for all Contracts
g. Bid Forms (completed)
h. Performance Bond (completed)

i. Payment Bond (completed)
j. Contractor's Qualifications Statement (completed)
k. Certificates of authorization to do business (out-of-state contractors)
l. Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706)
m. Contractor's Affidavit of Release of Liens (AIA Document G706A)
n. Substitution Request Form for Post-Bid Substitutions **[recheck this]**
o. Insurance certificates
p. Notice or Notices to Proceed
q. Other forms and certifications
r. All other Bidding Documents

Delete the last sentence of Section 1.1.1 in its entirety.

Delete the word "contractual" from the fourth sentence before the word "relationship" in Section 1.1.2 and add the following phrase as follows:

1.1.2 [*Add:*] "contractual or otherwise" after the word "kind".

Delete the last sentence of Section 1.1.2 in its entirety.

Add to the following new Subsections 1.1.2.1 through 1.1.2.4:

1.1.2.1 [*Add:*] 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.

1.1.2.2 [*Add:*] It is hereby agreed and understood that all Contract Documents are being provided by Owner, and that nothing included therein shall constitute a warranty or representation by Owner's Representative, Architect or their consultants, employees or representatives.

1.1.2.3 [*Add:*] The Agreement between Owner and Contractor, the Contract Documents or the information supplied to Contractor in connection with this Project, including any deficiency, inconsistency or misrepresentation therein, shall not create any cause of action in favor of or against any third party, including but not limited to Owner's Representative, Architect, another architect or engineer, or a design professional serving in any capacity, or any of their consultants, employees or representatives, whether such action may be for breach of contract, breach of warranty, negligence, misrepresentation or other tort, and specifically including but not limited to those claims otherwise permitted by the Pennsylvania Supreme Court's decision in the case of Bilt-Rite Contractors, Inc. v. Architectural Studio, 866 A.2d 270 (Pa. 2005). Contractor agrees that any such rights are waived.

1.1.2.4 [*Add:*] Except when Contractor is required to pursue a claim directly against another Contractor as directed elsewhere in the Contract Documents or its own subcontractors, Contractor agrees that any and all claims, disputes or legal actions filed or pursued by Contractor in connection with this contract, the Contract Documents or the Project, shall be filed or pursued only against the named Owner of the Project under the claims procedures set forth in this Agreement, that any claims or causes of action are hereby waived, and that no claims or legal actions may be filed or pursued against Owner's administrators, officials, directors, their employees, representatives, or Owner's Representative, Architect, another architect or engineer, or a design professional serving

in any capacity, or any of their consultants, or their employees or representatives, including but not limited to those claims otherwise permitted by the Pennsylvania Supreme Court's decision in the case of Bilt-Rite Contractors, Inc. v. Architectural Studio, 866 A.2d 270 (Pa. 2005). Contractor agrees that this Subsection shall survive termination of this Contract. Contractor also agrees that this Subsection shall be binding whether or not Contractor claims a breach of this Contract, prior to, during, or after its execution, and that this Subsection shall apply to any and all claims including breach of contract, breach of warranty, negligence, misrepresentation or other tort, or otherwise.

Add the following language to the end of the first sentence of Section 1.1.3:

1.1.3 [*Add:*] . . . including any Subcontractor's labor, materials, equipment, and services, and those of material suppliers or any other entity for whom Contractor is responsible and whether on or off the site of the Project.

Add the following to the end of Section 1.1.5:

1.1.5 [*Add:*] . . . and shop drawings.

Delete Section 1.1.8 in its entirety and, in lieu thereof, substitute the following new Sections 1.1.8 through 1.1.15 as follows:

1.1.8 [*Add:*] The term, "Lead Contractor" means Contractor designated by Owner to schedule and coordinate the Project, and resolve conflicts in the coordination, scheduling, durations, sequences, and means and methods ("coordination decisions") of or for the Work by making final construction decisions when the Prime Contractors directly involved cannot resolve the dispute between or among themselves. The General Contractor is designated as Lead Contractor for the Project.

1.1.9 [*Add:*] The term "product" includes materials, systems and equipment.

1.1.10 [*Add:*] The term "provide" includes furnishing and installing a product, complete in place, operating, tested and approved.

1.1.11 [*Add:*] The term "building code" and the term "code" refer to regulations of governmental agencies having jurisdiction.

1.1.12 [*Add:*] The terms "approved", "required" and "as directed" refer to and indicate the work or materials that may be approved, required or directed by Architect acting as the agent of Owner.

1.1.13 [*Add:*] The term "similar" means in its general sense and not necessarily identical.

1.1.14 [*Add:*] The terms "shown", "indicated", "detailed", "noted", "scheduled" and terms of similar import refer to requirements contained in the Contract Documents.

1.1.15 [*Add:*] The term, "Subcontractor" includes subcontractors to the Prime Contractors, and sub-subcontractors at all levels and all material and equipment suppliers.

Section 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add new Sections 1.2.4 through 1.2.7 as follows:

1.2.4 [*Add:*] Computed dimensions shall take precedence over scale dimensions, and large scale drawings shall take precedence over small scale drawings.

1.2.5 [*Add:*] Anything shown on the Drawings and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Drawings shall have the same effect as if shown or mentioned respectively in both. Any Work shown on one Drawing shall be construed to be shown in all Drawings, and Contractor shall coordinate the Work and Drawings to conform to the requirements of the Contract Documents.

1.2.6 [*Add:*] In the event of an inconsistency between the Specifications and Drawings, the interpretation as determined by Architect shall prevail; as between large scale drawings and small scale drawings, the large scale shall take precedence. Specifications having greater detail or specificity take priority over specifications of lesser detail or specificity, and detail takes precedence over General Drawings.

1.2.7 [*Add:*] If any portion of the Contract Documents shall be in conflict with any other portion after the application of the rules of interpretation set forth in this Section 1.2, the various documents comprising the Contract Documents as set forth in Section 1.1.2 of these Supplementary Conditions shall govern in the order and sequence listed therein.

Section 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

Add to Section 1.5.2 as follows:

1.5.2 [*Add:*] Reproduction of the material herein or substantial use without written permission of Highland Associates violates the copyright laws of the United States.

Section 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

Add to Section 1.6 as follows:

1.6.2 [*Add:*] or as otherwise may be agreed.

ARTICLE 2 - OWNER

Section 2.1 GENERAL

Change the first part of the first sentence of Section 2.1.1 the identify Owner as follows:

2.1.1 [*Change:*]

Owner
City of Scranton
c/o Office of Business Administration
340 North Washington Ave.
Scranton , PA 18503

Delete the second sentence of Section 2.1.1 and substitute, in lieu thereof, the following:

2.1.1 [*Substitute:*] Owner's Representative for the Project will be identified by Owner in writing following the award of Bids. Owner's Representative has the authority provided by appropriate action of the City Council and as set forth herein. The identity of Owner's Representative may be changed by written notice.

Delete Section 2.1.2 in its entirety.

Section 2.2 INFORMATION AND SERVICES REQUIRED OF OWNER

Delete Section 2.2.1 in its entirety.

Delete Section 2.2.2 in its entirety and, in lieu thereof, substitute the following:

2.2.2 [*Substitute:*] Owner shall pay for the General Building Permit. If the funds to pay the General Building Permit are advanced by the General Contractor, the cost of the Permit shall be submitted with the General Contractor's next payment application, without markup. All other permits and licenses necessary to perform the Work shall be paid for by the appropriate Contractor.

Delete Section 2.2.3 in its entirety and, in lieu thereof, substitute the following:

2.2.3 [*Substitute:*] Contractor shall be responsible to verify the accuracy of the site's physical characteristics, legal limitations and utility locations and bring to the attention of Owner and Architect any discrepancies discovered that may affect the Work.

Delete Section 2.2.5 in its entirety and, in lieu thereof, substitute the following:

2.2.5 *[Substitute:]* The Prime Contractors with whom Owner shall enter into a contract shall be entitled to receive six (6) sets of drawings and specifications without charge. Documents in usable condition returned by unsuccessful bidders will be furnished upon request without cost except for handling and delivery. Additional drawings and specifications may be purchased from Architect at a rate of $2.00 per drawing sheet and $.25 per specification page. The six (6) sets of drawings and specifications referred to above shall not include the set purchased during bidding.

Section 2.3 OWNER'S RIGHT TO STOP THE WORK

2.3 Delete the word, "repeatedly" from the first sentence and the words, "except to the extent required by Section 6.1.3."

Add the following text to the end of Section 2.3.1:

2.3.1 [*Add:*] This right shall be in addition to and not in restriction of or derogation of Owner's rights under Article 14 hereof. The Owner's right to stop the Work shall not relieve Contractor of its responsibilities and obligations under or pursuant to the Contract Documents.

Section 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

Delete Section 2.4.1 in its entirety and, in lieu thereof, substitute the following:

2.4.1 [*Substitute:*] If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from Owner to commence and continue correction of such default or neglect with diligence and promptness, Owner may, without prejudice to other remedies, correct such deficiencies immediately. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the any additional services by Architect or others made necessary by such default, neglect or failure. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to Owner.

Add new Section 2.5 as follows:

Section 2.5 OWNER'S REPRESENTATIVE **[recheck. 2.5 being reviewed by Dave B.]**

Add new Section 2.5.1 and Subsections 2.5.1.1 through 2.5.10.8 as follows:

2.5.1 [*Add:*] Owner's Representative during construction is Owner's designated and authorized representative to act on its behalf and, among other things, to stop work for, including, but not limited to, unsatisfactory field test results, deficient materials, equipment or systems, deficient work or unsatisfactory installations. The following is a description of actions that may be undertaken by Owner's Representative and how Owner's Representative is to interact with Architect and Contractors. Owner's Representative shall assist Owner in observing performance of the Work of Contractors. Owner's Representative shall endeavor to provide further protection for Owner against defects and deficiencies in the Work of Contractors; Owner's Representative is not however responsible for construction means, methods, techniques, sequences or procedures for safety precautions or programs, or responsibility for Contractor's failure to perform the Work in accordance with the Contract Documents and in particular the specific limitations set forth in this Agreement are applicable. The duties and responsibilities of Owner's Representative are plenary and include the following:

2.5.1.1 [*Add:*] Owner's Representative is an employee of the Owner and may delegate to other employees orally or in writing the activities set forth herein or may convene a group of employees as may be required to consider issues presented.

2.5.1.2 [*Add:*] Owner's Representative is Owner's agent at the site and will act on behalf of Owner and will confer with Architect and Contractors as may be required. Owner's Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.

2.5.1.3 [*Add:*] Schedules: Review the progress schedule, schedule of shop drawing submittals and schedules of value prepared by Contractors and consult with Architect and Owner concerning acceptability. Monitor Contractor's prepared critical path method (CPM) schedule and Contractor's progress and conformance with project completion dates, pursuant to the CPM schedule criteria.

2.5.1.4 [*Add:*] Conferences and Meetings: Attend meetings with Architect and Contractors, such as Pre-Construction Conferences, Progress Meetings, Job Conferences, and other project-related meetings.

2.5.1.5 [*Add:*] Liaison: Service as Owner's liaison with Contractors, and assist in understanding the intent of the Contract Documents; assist Architect and Owner in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.

2.5.1.6 [*Add:*] Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

2.5.2 [*Add:*] Shop Drawings and Samples:

2.5.2.1 [*Add:*] Monitor the recording of the date of receipt of Shop Drawings and samples.

2.5.2.2 [*Add:*] Monitor the receipt of samples which are furnished at the site by Contractor, and notify Architect and Owner of availability of samples for examination.

2.5.2.3 [*Add:*] Monitor the Architect's oversight of the commencement of any Work requiring a Shop Drawing sample or if the submittal has not been approved by Architect and Owner.

2.5.3 [*Add:*] Review of Work, Rejection of Defective Work, Inspections and Tests:

2.5.3.1 [*Add:*] Conduct limited on-site observation of Work in progress to assist Architect in determining if the Work is in general, proceeding in accordance with the Contract Documents.

2.5.3.2 [*Add:*] Report to Architect whenever it is believed that any Work is unsatisfactory, faulty, or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made. Owner's Representative shall be officially designated to act on Owner's behalf as its authorized representative to exercise Owner's right to stop and/or suspend work or reject materials, equipment and systems or other non-conforming, deficient, incomplete and unacceptable Work in complete accordance with AIA General Conditions, Article 2.3, provided in the Contract Documents.

2.5.3.3 [*Add:*] Monitor the verification that all tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record, and report to Architect and Owner.

2.5.4 [*Add:*] Interpretation of the Contract Documents: After consultation with Architect and others as may be appropriate, clarify and interpret the Contract Documents are needed and transmit to Contractor, clarifications and interpretations.

2.5.5 [*Add:*] Modifications: Consider and evaluate Contractor's suggestions for modifications on Drawings or Specifications and discuss same with Architect.

2.5.6 [*Add:*] Records. In accordance with Sections 2.5.6.1 through 2.5.10.4, assure that Architect provides the following services:

2.5.6.1 [*Add:*] Maintain orderly files for correspondence, reports of Job Conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

2.5.6.2 [*Add:*] Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures and send copies to Architect and Owner.

2.5.6.3 [*Add:*] Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

2.5.6 [*Add:*] Reports:

2.5.6.1 [*Add:*] Furnish Owner with periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

2.5.6.2 [*Add:*] Consult with Owner in advance of scheduled major tests, inspections or start of important phases of the Work.

2.5.6.3 [*Add:*] Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Architect and Owner Change Orders, Work Directive Changes, and Field Orders.

2.5.6.4 [*Add:*] Report immediately to Owner upon the occurrence of any accident.

2.5.7 [*Add:*] Payment Requests: Review applications for payment with Contractor for compliance with the established procedures for their submission and forward with recommendations to Owner, noting particularly the relationship of the payments requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

2.5.8 [*Add:*] Certificates, Maintenance, and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Owner prior to final payment for the Work.

2.5.9 [*Add:*] Completion:

2.5.9.1 [*Add:*] Before a Certificate of Substantial Completion is issued, submit to Contractor a list of observed items requiring completion or correction.

2.5.9.2 [*Add:*] Conduct a final inspection in the company of Owner and Contractor and prepare a final list of items to be completed or corrected.

2.5.9.3 [*Add:*] Observe that all items on final list have been competed or corrected and make recommendations to Owner concerning acceptance.

2.5.10 [*Add:*] Owner's Representative - Limitations of Authority:

2.5.10.1 [*Add:*] Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized.

2.5.10.2[*Add:*] Shall not undertake or limit any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent.

2.5.10.3[*Add:*] Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

2.5.10.4[*Add:*] Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

ARTICLE 3 - CONTRACTOR

Section 3.1 GENERAL

Delete the first sentence of Section 3.1.1 in its entirety and, in lieu thereof, substitute the following:

3.1.1 [*Substitute:*] Contractor is a person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. Unless the context otherwise requires, the term, "Contractor" refers to each Prime Contractor and the General Contractor, designated as Lead Contractor for the Project.

Section 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Add the following at the end of Section 3.2.1:

3.2.1 [*Add:*] Any errors, inconsistencies, or omissions discovered by Contractor shall be reported promptly to Architect using the Request for Information Form or other writing. Contractor shall be liable to Owner for its damages and costs, and shall not recover damages or costs Contractor incurs, attributable to or resulting from errors, inconsistencies or omissions in the Contract Documents, where Contractor, having recognized such error, inconsistency or omission, failed to report it to Architect in a timely manner.

Add the following new Section 3.2.1.1:

3.2.1.1 [*Add:*] Contractor shall review the drawings and Work of other separate prime contracts to determine if that Work affects Contractor's planned Work and also to assist in the coordination and scheduling of all Work.

Delete from Section 3.2.2, the language, "as well as the information furnished by Owner pursuant to Section 2.2.3."

Delete Section 3.2.4 in its entirety.

Add Sections 3.2.5 through 3.2.7 as follows:

3.2.5 [*Add:*] Owner shall be entitled to deduct from the Contract Sum amounts paid to Architect for Architect to evaluate and respond to Contractor's Requests for Information,

where such information was available to Contractor from a reasonable study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or existing Project correspondence or documentation.

3.2.6 [*Add:*] Contractor shall give Architect timely notice of any additional design drawings, specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the Work. Contractor shall not proceed with any Work not clearly and consistently defined in detail in the Contract Documents, special requests, additional drawings or instructions from Architect. If Contractor proceeds with such Work without obtaining further drawings or instruction, Contractor shall correct Work incorrectly done at its own expense.

3.2.7 [*Add:*] Existing Conditions: Reference is made to the information made available by Owner and Architect. This information was utilized by Architect in preparation of the Contract Documents. Contractor may rely upon the accuracy of the factual information contained in such materials, but not for the completeness thereof for Contractor's purposes. Except as indicated elsewhere in these Contract Documents, Contractor shall have full responsibility with respect to physical conditions in or relating to such conditions.

Section 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Delete the following words from the second sentence of Section 3.3.1:

3.3.1 [*Delete:*] "...unless Contract Documents give other specific instruction concerning these matters."

Add the following language to first sentence of Section 3.2.2, after the words, "to Owner"

3.3.2 [*Add:*] "and to other Prime Contractors"

Add the following language to the end of Section 3.3.2:

3.3.2 [*Add:*] ...or claiming by, through or under Contractor and for any damages, losses, costs and expenses resulting from such acts or omissions.

Add the following new Subsection 3.3.2.1 as follows:

3.3.2.1 [*Add:*] If any failure by Contractor to comply with the Contract Documents or to maintain an approved project schedule causes any damage or cost to Owner, then Contractor shall indemnify and hold harmless Owner for any such damage or cost. Such damage or cost to Owner shall include any payment by Owner to others or liability of Owner to others resulting from such failure by Contractor, including but not limited to: (1) any payment or liability arising from change orders, claims, arbitration or litigation; or (2) any payment or liability for fees or costs to Owner's Representative, Architect, consultants, experts and attorneys.

Add the following new Sections 3.3.4 through 3.3.9:

3.3.4 [*Add:*] The General Contractor is designated as Lead Contractor for this Project. Each Prime Contractor shall coordinate its construction activities with those of other Prime

Contractors. Lead Contractor is responsible for making all coordination decisions not mutually agreed to by the affected Prime Contractors. Disputes between Lead Contractor and one or more other Prime Contractors and disputes between two or more Prime Contractors pertaining to the creation, application, and modification of the project schedule, interferences and delays claimed by Contractor against another Prime Contractor, default in any of the obligations of another Prime Contractor that delays, interferes or otherwise harms Contractor, the furnishing of additional resources to meet the project schedule, job coordination and all aspects of the coordination, scheduling, durations, sequences, and means and methods of construction ("coordination decisions") shall be submitted in writing promptly to Lead Contractor for a final construction decision. Contractor may request that a final construction decision be rendered and confirmed in writing. The final construction decision of Lead Contractor, whether provided verbally or in writing, shall be consistent with the content and intent of the Contract Documents. The final construction decision of Lead Contractor shall be observed, accepted and fully followed by Lead Contractor and all Prime Contractors and their subcontractors and sub-subcontractors on the Project, subject only to the commencement of the proceeding at the request of a Contractor and the commencement of an arbitration proceeding between affected Contractors under Section 15.5. The progress of the Work in accordance with the final construction decision of Lead Contractor shall not be delayed pending any such arbitration proceeding.

3.3.4.1 [*Add:*] In the event of a dispute between or among Contractors that results in the issuance of a final construction decision by Lead Contractor, or a dispute between or among Contractors that should have been submitted to Lead Contractor but was not, Contractor's sole and exclusive remedy for any and all disputes is the commencement of common-law arbitration under Section 15.5 against the other Contractor or Contractors, pursuant to the provisions of applicable law. A claim asserted between or among Contractors, and any claim that should have been asserted hereunder, must be brought within a reasonable period of time and in any event within six (6) months of Substantial Completion of the Work of Contractor bringing the claim. The damage remedy in such arbitration proceedings hereby provided in favor of Contractor shall be exclusive remedy for these and all other disputes that are or should be between and among Contractors. Contractor, including Lead Contractor, shall have no right of action against Owner, Architect, or Owner's Representative in connection with such disputes. Contractors may compel the initiation of the arbitration proceedings by a judicial action in accordance with applicable law and the provisions of Section 15.5. In any arbitration proceeding conducted, the losing party shall pay the costs of arbitration and reasonable attorneys' fees.

3.3.4.2 [*Add:*] In the event of a dispute that is not of the kind described in Sections 3.3.4 and Subsection 3.3.4.1, and where instead the dispute concerns compliance with the Drawings and Specifications for the Project and is therefore between Contractor and Owner, whether or not the dispute results in the issuance of a final construction decision by Lead Contractor or in the issuance of a direction from Architect, Contractor's sole and exclusive remedy for all claims is use of and resort to the provisions of Section 15.5. The remedies provided therein against Owner in connection with actions by Contractor shall be exclusive. Contractor shall have no right of action against Owner's Representative or Architect in connection with any such dispute.

3.3.5 [*Add:*] Refer to Division 1 Sections 011200 "Multiple Contract Summary" and 013200 "Construction Progress Documentation" for detailed requirements regarding coordination

of multiple prime contracts. The requirements of Division 1 are subordinate to the requirements of these General and Supplementary Conditions.

3.3.6 [*Add:*] Contractor's supervision of Work shall include expediting and coordination of the activities of the trades. Contractor shall perform all supervising and procuring required to insure delivery of materials to maintain work schedules of sub-contractors and progress schedule of project to insure full completion of Work, to supply equipment or instruments necessary to complete specified test, checks, balancing of system, to furnish operating instructions, and to otherwise complete the obligations set forth in the Contract Documents.

3.3.7 [*Add:*] Contractor, its employees or its Subcontractors shall not install any product or equipment in a manner which is in direct conflict with the manufacturer's recommended requirements. If the manufacturer of the product or equipment has requirements which cannot be met by the specific application indicated, Contractor shall bring this information to the attention of Architect. Products or equipment installed contrary to their manufacturer's requirements shall be replaced at no additional cost to Owner unless specifically authorized in writing by Architect.

3.3.8 [*Add:*] The Project involves mechanical, electrical and general construction installations. Contractor's representatives shall be sufficiently familiar with these trades to provide intelligent and efficient supervision, coordination and scheduling through all phases of Work.

3.3.9 [*Add:*] Contractor shall give Owner 48 hours' notice of any activity at a Project site that will impede or cause the discontinuation of operations, cause the loss of power, water, or proper heating and ventilation, or otherwise require the premises to be vacated. This notice is necessary in order to permit the Owner to relocate public safety operations to another facility. The Contractor shall schedule its work so that the public safety operations at no more than two sites have been discontinued and are not operational at any one time.

Section 3.4 LABOR AND MATERIALS

Delete from Section 3.4.2 the language, "Sections 3.12.8 and 7.4" and substitute, "Section 3.12.8"

Add the following Subsection to the end of Section 3.4.3:

3.4.3.1 [*Add:*] Owner encourages but does not require that laborers and mechanics employed be residents of the City where the Project is located.

Add the following new Sections 3.4.4 through 3.4.8:

3.4.4 [*Add:*] Substitutions may be considered from the lowest responsible Bidder of each Contract for a period of sixty (60) days after a Notice of Intent to Award Contracts is issued. Bids shall be based on the items specified. Substitutions may only be considered when requested by the successful Prime Contractor. It is the responsibility of the successful Prime Contractor to determine the equality of a proposed substitution. Substitution requests by manufacturers' representatives or product suppliers shall not be considered unless submitted through the successful Prime Contractor. Refer to Division 1, Section 016000 for additional requirements regarding substitutions.

3.4.5 [*Add:*] Substitute Work offered and accepted shall not be a basis for contingent extra charges or additional charges due to changes in related Work, such as rough-in, changes in supporting foundations, and other related Work.

3.4.6 [*Add:*] Contractor shall assume full responsibility for adequacy of substitute Work.

3.4.7 [*Add:*] Owner shall be entitled to deduct from the Contract Sum amounts paid to Architect to evaluate Contractor's proposed substitutions and to make agreed-upon changes in the Drawings and Specifications made necessary by Owner's acceptance of such substitutions.

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

Section 3.5 WARRANTY

Delete the following words from the first sentence of Section 3.5.1:

3.5.1 [*Delete:*] "not inherent in the quality required or permitted".

Delete the word "may" from the third sentence of Section 3.5.1 and substitute the word as follows:

3.5.1 [*Substitute:*] "shall"

Add the following new sentence to the end of Section 3.5.1:

3.5.1 [*Add:*] Contractor shall protect both new Work and existing conditions which may be susceptible to damage or abuse during the period of construction.

Add new Section 3.5.2 as follows:

3.5.2 [*Add:*] The minimum Warranty period, as defined above, shall be one (1) year from date of substantial completion. This warranty shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

Section 3.6 TAXES

Add a new Section 3.6.2 as follows:

3.6.2 [*Add:*] Contractor is aware of Owner's tax-exempt status in relation to this Project and the requirements of applicable laws related to certain limited exemptions from the application of sales taxes. Contractor has the obligation to determine the extent to which its Work is subject to sales tax by the Commonwealth of Pennsylvania, and to make all payments of sales tax that are due.

Section 3.7 PERMITS, FEES AND NOTICES

Delete Section 3.7.1 in its entirety and, in lieu thereof, substitute the following:

3.7.1 [*Substitute:*] General Construction or Building Permit, which is to be excluded from the Bids, shall be paid for by Owner directly or as a reimbursable item in the pay applications of Contractor awarded the Contract for General Construction, without markup. This permit shall be arranged for and paid by Owner or Architect acting on Owner's behalf, but shall be the responsibility of the General Construction Contractor to obtain.

Add new Section 3.7.2 as follows:

3.7.2 [*Add:*] Each Contractor shall submit, with no markup, the cost of any permits or inspection fees required by applicable law for Contractor's performance of Work on the Project. Owner shall reimburse Contractor, by Change Order with no markup, for fees paid to the municipal authorities having jurisdiction. Contractor shall secure and arrange for all necessary utility connections and municipal or agency approvals or permits required for the Project.

Delete Section 3.7.4 in its entirety and, in lieu thereof, substitute the following:

3.7.4 Refer to Section 1.09 in the Instructions to Bidders.

Delete Section 3.7.5 in its entirety

Section 3.8 ALLOWANCES

Add to the end of Section 3.8.2 the following Subsection 3.8.2.1:

3.8.2.1 Refer to Section 012100 of Division 1.

Section 3.9 SUPERINTENDENT

Delete the last sentence from Section 3.9.2.

Add new Sections 3.9.4 and 3.9.5 as follows:

3.9.4 [*Add:*] If Owner has in its sole discretion objections to any superintendent or assistant, Contractor shall submit a substitute to whom Owner or Architect has no reasonable objection. No increase in the Contract Sum or Contract Time shall be allowed for any such substitution.

3.9.5 [*Add:*] Contractor shall not replace its superintendent without the written consent of Owner unless the superintendent is no longer employed by Contractor.

Section 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

Delete Section 3.10 in its entirety and substitute the following:

3.10.1 [*Add:*] General Requirements.

3.10.1.1 [*Add:*] The Work under the Contract Documents shall be planned, scheduled, executed, reported and accomplished using a CPM scheduling methodology. The provisions of the General Requirements, the obligations set forth in this Section 3.10, and the directions

and final construction decisions of Lead Contractor are to be followed by Contractor in scheduling its construction activities. The scheduling services of Lead Contractor are part of its contract with Owner, but nothing herein relieves the obligations of Contractor and other Prime Contractors to schedule their own construction activities and nothing herein alters the obligation of Lead Contractor to resolve all supervision, coordination and scheduling issues between and among Contractor and other Prime Contractors.

3.10.1.2 [*Add:*] The primary objectives of the requirements of this Section 3.10 are: (1) to insure adequate planning and execution of the Work by Contractor by having a schedule of construction activities for all the Prime Contractors and their Subcontractors in final form within ten (10) days of the Notice to Proceed; (2) to assist Lead Contractor, Architect and Owner in evaluating progress of the Work; (3) to provide for optimum coordination by Contractor of its trades and Subcontractors, and of its Work with the work activities or services provided by other Prime Contractors, all under the direction and supervision of Lead Contractor; (4) to permit the timely prediction or detection of events or occurrences which may affect the timely prosecution of the Work; and (5) to provide a mechanism or tool for use by Lead Contractor and Contractor in monitoring any actions of any Contractor which may be required to comply with the requirements of the Contract Documents relating to the completion of the various portions of the Work by the Substantial and Final Completion dates specified in the Contract Documents.

3.10.1.3 [*Add:*] Contractor is responsible for determining the sequence and logic of Work activities, the time estimates of the detailed construction activities and the means, methods, techniques and procedures to be employed with regard to its portion of the Work. The Construction Schedule shall represent Contractor's best judgment of how Contractor shall prosecute the Work in compliance with the requirements of the Contract Documents. Contractor shall ensure that the Construction Schedule is current and accurate and is properly and timely monitored, updated and revised as Project conditions and the Contract Documents may require, and as may be directed by Lead Contractor. Solely at the election and in the discretion of Owner, Owner's Representative may assume such duties required of Lead Contractor in this Section 3.10 as may be in Owner's best interests. Owner's Representative shall, in such circumstances notify Lead Contractor and other Prime Contractors in writing as to which duties are being assumed. Only written direction from Owner's Representative constitutes assumption of duties of Lead Contractor, and the duties assumed are only those set forth in the written notice.

3.10.1.4 [*Add:*] Contractor shall consult with its major Subcontractors relating to the preparation of its construction plan and Construction Schedule. Major Subcontractors shall receive copies of those portions of Contractor's Construction Schedule which relate to their Work and shall be continually advised of any updates or revisions to the Construction Schedule as the Work progresses. When Contractor submits its Construction Schedule to Lead Contractor or makes any proposed updates or revisions to such Schedule, it shall be concluded by Owner and Lead Contractor that Contractor has consulted with and has the concurrence of its major Subcontractors. Contractor shall be solely responsible for ensuring that all Subcontractors comply with the requirements of the Construction Schedule for their portions of the Work.

3.10.1.5 [*Add:*] Contractor shall provide the basic data as required by Lead Contractor and by the set forth in General Requirements Division 1, relating to Work activities, durations and sequences as part of Contractor's draft of the Construction Schedule. This data shall reflect Contractor's actual construction plan for the Project, and shall fully comply with all requirements of the Contract Documents.

3.10.1.6 [*Add:*] Lead Contractor shall provide, at no cost to Contractor, the drafting and other preparation of Contractor's data for Contractor's initial Construction Schedule, in accordance with the requirements of the Contract Documents. Contractor shall submit its data in a form or format acceptable to Lead Contractor.

3.10.1.7 [*Add:*] To carry out the intent of this Section 3.10, Contractor agrees that the orientation session, the provision of drafting and computerization services by Lead Contractor, and the reasonable exercise of any rights under this Section 3.10 by Lead Contractor, or Owner shall not be grounds for any claim against Owner, Lead Contractor or any representative of Owner by Contractor or any of its Subcontractors or Sub-Subcontractors, alleging interference, lack of cooperation, delay, disruption, harassment, negligence or hindrance by Owner or Lead Contractor, and Contractor covenants not to sue therefor.

3.10.1.8 [*Add:*] It is understood and agreed that the Construction Schedule is to represent Contractor's best plan and estimate for the Work; however, Contractor acknowledges that the Construction Schedule may have to be revised from time-to-time as the Project proceeds. Contractor further acknowledges and agrees that Owner, Owner's Representative, and Lead Contractor do not guarantee that: (1) Contractor can start work activities on the particular dates set forth in the initial schedule or as same may be updated or revised; (2) Contractor can proceed at all times in the sequence established by the Construction Schedule, or that Contractor can rely upon the utilization of only the resources and manpower Contractor initially plans for the performance of the Work; (3) Contractor's Construction Schedule shall not have to be modified in order to obtain the agreement of any Prime Contractors to the schedule; or (4) Contractor's Construction Schedule shall not have to be modified or changed by direction of Lead Contractor as provided in this Section 3.10. Any changes, modifications or adjustments made by Contractor to the Construction Schedule shall be in full compliance with all requirements of the Contract Documents.

3.10.1.9 [*Add:*] Contractor acknowledges and agrees that the schedule for its construction activities and the Construction Schedule itself must be flexible in order to accommodate and allow for its coordination with the construction activities of the other Prime Contractors.

3.10.1.10 [*Add:*] Review by Owner, Owner's Representative or Lead Contractor of the Construction Schedule or any other schedule or plan of construction of Contractor, does not constitute an agreement by Owner, Owner's Representative or Lead Contractor of any start or finish date in the schedule or specific durations or sequences for work activities of Contractor; further, nothing herein shall be construed as modifying or changing, or excusing the performance of Contractor of required portions of the Work by the Substantial and Final Completion dates as set forth in the Contract Documents.

3.10.1.11 [*Add:*] The dates for Substantial and Final Completion set forth in the Contract Documents represent only the major items of Work and may include interface dates with the construction activities of the other Prime Contractors or others. The dates for Substantial and Final Completion are Contract requirements and are of the essence to the Contract Documents and to the coordination of the Work by Contractor. The dates for Substantial and Final Completion represent the latest allowable completion time for those portions of the Work to which each date relates. The dates for Substantial and Final Completion are not intended to be a complete listing of all Work under the Contract

Documents or of all interfaces with Work activities performed by other Prime Contractors or others. Contractor shall determine the time requirements for all such interfaces and shall be responsible for planning, scheduling and coordinating the Work in order to complete in accordance with those requirements.

3.10.1.12 [*Add:*] Review by Lead Contractor and Owner's Representative of Contractor's Construction Schedule, or any revisions or updates thereto, are advisory only and shall not relieve Contractor of the responsibility for accomplishing each portion of the Work within each and every applicable Completion Date. Omissions and errors in the accepted Construction Schedule, or any revisions or updates shall not excuse performance which is not in compliance with the Contract Documents. Review by Lead Contractor does not make Owner, Lead Contractor, Owner's Representative or Architect liable to Contractor for time or cost overruns flowing from such omissions or errors.

3.10.1.13 [*Add:*] Should Contractor intend or plan to complete the Work, or any portion thereof, earlier than any applicable Completion Date or the Contract Time, Contractor shall give timely and reasonable written notice of this fact to Lead Contractor and Owner's Representative. Lead Contractor shall have the discretion to agree to or reject such early completion plan by Contractor, subject to the rights of Contractor to arbitration. Lead Contractor shall have no duty or obligation to agree to, or to cooperate with Contractor regarding any early completion plan or proposal by Contractor and shall not be liable for any damages of Contractor because of the rejection by Lead Contractor of said plan.

3.10.1.14 [*Add:*] Unless otherwise specifically provided in the Contract Documents, and in particular the General Requirements, Contractor acknowledges that Owner, Owner's Representative and Architect have contemplated in their planning and in any preliminary schedule that may have been prepared and made available to the Bidders, and in their budgeting for professional services, that the Work shall be performed on a 5-day work week basis, utilizing a single 8-hour shift per day. Owner and Lead Contractor shall have the sole discretion of approving or rejecting a variance in the work week, number of shifts, or shift length. Unless otherwise agreed by Owner or Owner's Representative, Contractor shall bear the cost of, and pay Owner, for additional staff and supervisory personnel and inspectors of any public authority having jurisdiction of the Work, necessary to support any variance in the contemplated work week, number of shifts or shift length.

3.10.1.15 [*Add:*] In all respects, Lead Contractor shall cooperate with Owner's Representative in the performance of all duties described in the Contract Documents and in particular in the exercise of Owner's Representative's assumption of any duties under Section 3.10.

3.10.1.16 [*Add:*] Any scheduling services of Owner's Representative actually provided in the event of a written assumption of some or all of the duties of Lead Contractor are part of its contract with Owner, but nothing herein relieves the obligations of Lead Contractor and other Prime Contractors to schedule and coordinate their own construction activities.

3.10.1.17 [*Add:*] If Lead Contractor or other Prime Contractors do not comply with all the above requirements and time lines, Owner reserves the right to deduct $500.00 from the Contract amount for each day that Contractor does not comply. Owner may also proceed with enforcing other requirements of the Contract Documents.

3.10.2 [*Add:*] Post Award Activities.

3.10.2.1 [*Add:*] Upon receipt by Contractor of the Notice to Proceed, and until the Construction Schedule is completed by Lead Contractor, Contractor and other Prime Contractors and completely and finally reviewed by Lead Contractor, Contractor shall do the following.

3.10.2.1.1 [*Add:*] [Not used in these Supplementary Conditions]

3.10.2.1.2 [*Add:*] Contractor shall meet with Lead Contractor and Owner's Representative and complete a Final Construction Schedule governing the Work within ten (10) days of the issuance of the Notice to Proceed.

3.10.2.2 [*Add:*] Orientation Session: Contractor shall, upon the issuance of the Notice to Proceed by Owner, attend an orientation session relating to the requirements pertaining to schedules and reports for the Project. This orientation meeting is designed to assist Contractor in planning its Work and in developing its Construction Schedule. This session shall be held within ten (10) days after the issuance of the Notice to Proceed and shall be conducted by Lead Contractor. Contractor shall arrange for its Superintendent(s), major Subcontractors, and any scheduling consultants that Contractor may employ, to attend the orientation session.

3.10.2.2.1 [*Add:*] It is understood and agreed that Lead Contractor has no authority to waive any requirements of the Contract Documents at this orientation session, and all requirements of the Contract Documents remain applicable to Contractor's Work whether or not discussed at this session.

3.10.2.2.2 [*Add:*] Should Contractor or its principal Subcontractors fail or refuse to attend this orientation session, Owner shall have the right to immediately terminate the Agreement with Contractor for default and without liability or penalty to Owner.

3.10.3 [*Add:*] Final Construction Schedule.

3.10.3.1 [*Add:*] Within ten (10) days following completion of the issuance of the Notice to Proceed, Contractor, in consultation with Lead Contractor, shall complete its Final Construction Schedule.

3.10.3.2 [*Add:*] Lead Contractor shall provide Contractor with a draft of work activities and a listing of all activities included in the Final Construction Schedule. Any revisions, additions and/or deletions to these documents that are reasonably desired by Contractor shall be brought to the attention of Lead Contractor within two (2) days following receipt by Contractor of such draft. Lead Contractor shall, if consistent with the requirements of the Contract Documents, incorporate Contractor's proposed revisions and shall thereafter deliver the completed Construction Schedule and other reports to Contractor and the other Prime Contractors.

3.10.3.3 [*Add:*] Lead Contractor shall have the right to require Contractor to modify any Contractor data or any portion of Contractor's Final Construction Schedule, or other schedules provided by Contractor in compliance of the Contract Documents, with Contractor bearing the expense thereof, and which Lead Contractor reasonably determines to be: (1) impracticable; (2) based upon erroneous calculations or estimates; (3) unreasonable; (4) required in order to ensure proper coordination by Contractor of the Work of others and with the Work or services being provided by others; (5) necessary to avoid undue interference with the construction activities of other Prime Contractors or those of any utility owners or adjoining property owners; (6) necessary to ensure

completion of the Work by the dates for Substantial and Final Completion set forth in the Contract Documents; (7) required in order for Contractor to comply with the requirements of the Contract Documents; or (8) not in accordance with Contractor's actual operations. The right of Lead Contractor to establish the final Construction Schedule and to render final construction decisions on the content of the Construction Schedule is subject to the right of Contractor to arbitration. The schedule of Contractor's construction activities and the completion of the Final Construction Schedule by Lead Contractor is not subject to any requirement of approval by Contractor.

3.10.4 [*Add:*] Construction Schedule Content.

3.10.4.1 [*Add:*] The Final Construction Schedule shall consist of a graphic representation of all Work activities which are part of Contractor's construction plan. The graphic representation shall include, but not be limited to, the information required by Section 01311 "Schedules & Reports" set forth in General Requirements Division 1 and the following additional information to the extent not inconsistent therewith: (1) Project name; (2) completed Work ready for use by next Contractor, Owner, etc.; (3) activities relating to different areas of responsibility, such as subcontracted Work which is distinctly separate from that being done by Contractor directly; (4) different categories of Work as distinguished by craft or crew requirements; (5) different categories of Work as distinguished by equipment requirements; (6) different categories of Work as distinguished by materials; (7) distinct and identifiable subdivisions of Work such as structural slabs, beams, columns; (8) location of Work within the Project that necessitates different times or crews to perform; (9) outage schedules for existing utility services that shall be interrupted during the performance of the Work; (10) acquisition and installation of equipment and materials supplied and/or installed by Owner or Prime Contractors; (11) material to be stored on Site; and (12) dates for completion of Work.

3.10.4.2 [*Add:*] For all major equipment and materials to be fabricated or supplied for the Project, the Construction Schedule shall reflect the requirements of Section 01311 of General Requirements Division 1 and to the extent not inconsistent, the following additional activities: (1) preparation of Shop Drawings, Sample and all required submissions; (2) a reasonable time for review of Shop Drawings, Samples, and submissions or such time as specified in the Contract Documents; (3) shop fabrication, delivery, and storage; (4) erection or installation; and (5) testing of equipment and materials.

3.10.4.3 [*Add:*] The Construction Schedule shall include dates for the completion of Work that are no later than the required dates for Substantial and Final Completion.

3.10.4.4 [*Add:*] All activity durations shall be given in calendar or work days, as determined by Lead Contractor.

3.10.4.5 [*Add:*] Lead Contractor shall provide an identical and exact copy of the Interim and Final Construction Schedules, both in electronic and hardcopy form as Owner's Representative may direct.

3.10.5 [*Add:*] Schedule Adoption.

3.10.5 [*Add:*] Contractor Use of Schedule as Adopted. Promulgation by Lead Contractor and its use by Contractor of the Final Construction Schedules, and of schedule revisions, shall be evidence of Contractor's agreement that the proposed schedule or schedule revision to the Construction Schedule is a true and accurate representation of its plan to complete the

Work, including all Change Orders that are in Contractor's possession as of the foregoing date, that the schedule or schedule revision fully complies with the requirements of the Contract Documents, that Contractor shall prosecute the Work in accordance with this schedule revision, subject to any change therein which is implemented in accordance with the Contract Documents and that Contractor has met and coordinated with and obtained the acceptance or approval of said schedule revision by all other parties that are affected thereby, subject only to the right of Contractor to arbitration. Nothing herein shall be construed as requiring approval by Contractor of the Final Construction Schedules, or of schedule revisions.

3.10.6 [*Add:*] Updating of Construction Schedule/Progress Reports.

3.10.6.1 [*Add:*] On or about the dates specified in the Contract Documents or established by Lead Contractor, Contractor shall arrange for its Superintendent to meet at the Site with Lead Contractor to review Contractor's report of actual progress. Said report shall set forth up-to-date and accurate progress data, shall be based upon Contractor's best judgment and shall be prepared by Contractor in consultation with all Subcontractors.

3.10.6.2 [*Add:*] The progress report of Contractor shall show the work activities, or portions of activities, completed during the reporting period, the actual start and finish dates for these activities, remaining durations and/or estimated dates for completion of Work for activities currently in progress.

3.10.6.3 [*Add:*] Lead Contractor shall produce an update work sheet for Contractor to complete as a part of this process.

3.10.6.4 [*Add:*] Contractor shall submit a written report with the updated progress analysis which shall include, but not be limited to, a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, any newly planned activities or changes in sequence, and proposed logic for a recovery schedule, if required, as further described herein. The report shall also include: (1) a narrative describing actual Work accomplished during the reporting period; (2) a list of major construction equipment used on the Project during the reporting period and any construction equipment idle during the reporting period; (3) the total number of personnel by craft actually engaged in the Work during the reporting period, with such total stated separately as to office, supervisory, and field personnel; (4) a manpower and equipment forecast for the succeeding thirty (30) days, stating such total as to office, supervisory and field personnel; (5) a list of Contractor-supplied materials and equipment, indicating current availability and anticipated job Site delivery dates; and (6) changes or additions to Contractor's supervisory personnel, if any, since the preceding progress report.

3.10.6.5 [*Add:*] Application for Payment: Except as provided in Section 3.10.7, Contractor understands and agrees that the submission and acceptance of progress updates and the receipt of progress reports are an integral part and basic element of the Applications for Payment; and that Contractor shall not be entitled to any progress payment under the Contract Documents until Contractor has fully complied with the requirements of this Section 3.10.

3.10.6.6 [*Add:*] Contractor shall be solely responsible for expediting the delivery of all materials and equipment to be furnished by or to him so that the progress of construction shall be maintained according to the currently accepted Construction Schedule for the Work. Contractor shall notify Lead Contractor in writing, and in a timely and reasonable

manner, whenever Contractor determines or anticipates that the delivery date of any material or equipment to be furnished by Contractor shall be later than the delivery date indicated by the Construction Schedule, or required consistent with the completion requirements of the Contract Documents, subject to schedule updates as herein provided.

3.10.6.7 [*Add:*] Contractor shall ensure that off the Site work activities do not adversely affect progress in accordance with the Construction Schedule.

3.10.6.8 [*Add:*] Lead Contractor shall provide an identical and exact copy of all updates to the Construction Schedules, both in electronic and hardcopy form as Owner's Representative may direct.

3.10.7 [*Add:*] Initial Progress Payment. The completed Construction Schedule, including the schedule of values, shall be required for each Application for Payment. However, one initial provisional progress payment may be payable in the sole discretion of Owner's Representative if he determines Contractor is complying with this Section 3.10 during the development of the Construction Schedule and schedule of values as required herein. However, no more than one Application for Payment shall be approved until all of the requirements of this Section 3.10 have been met.

3.10.8 [*Add:*] Recovery Schedule.

3.10.8.1 [*Add:*] Should the updated Construction Schedule, at any time during Contractor's performance, show, in the sole opinion of Lead Contractor that Contractor is fourteen (14) or more days behind schedule for any Completion Date, Contractor shall prepare a recovery schedule at no cost to Owner (unless Owner is solely responsible for the event or occurrence which has caused the schedule slippage) explaining and displaying how Contractor intends to reschedule its Work in order to regain compliance with the Construction Schedule during the immediate subsequent pay period.

3.10.8.2 [*Add:*] If Contractor believes that all of the time can be recovered during the subsequent pay period, Contractor shall be permitted to prepare a recovery schedule as set forth below. However, if Contractor believes it shall take more than thirty (30) days to recover all of the lost time, Contractor shall prepare and submit a request for revision to the Construction Schedule and comply with all of the requirements of a schedule revision.

3.10.8.2.1 [*Add:*] Contractor shall prepare and submit to Lead Contractor a limited duration recovery schedule, incorporating best available information from Subcontractors and others which shall permit return to Construction Schedule at the earliest possible time. Contractor shall prepare a recovery schedule to the same level of detail as the Construction Schedule for a maximum duration of one month. The recovery schedule shall be prepared in coordination with other Prime Contractors.

3.10.8.2.2 [*Add:*] Within two (2) days after submission by Contractor or by any Prime Contractor of a recovery schedule to Lead Contractor, Contractor shall participate in a conference with Lead Contractor to review and evaluate the recovery schedule. Within two (2) days of the conference, Contractor shall submit the revisions necessitated by the review for Lead Contractor's review and acceptance. Contractor shall use the accepted recovery schedule as its plan for returning to the Construction Schedule.

3.10.8.2.3 [*Add:*] Contractor shall confer continuously with Lead Contractor to assess the effectiveness of the recovery schedule. As a result of this conference:

3.10.8.2.3.1 [*Add:*] If Lead Contractor determines Contractor is still behind schedule, Lead Contractor shall direct Contractor to prepare a schedule revision with the assistance of Lead Contractor and comply with all of the requirements of a schedule revision as stated herein and the other requirements of the Contract Documents; provided, however, that nothing herein shall limit in any way the rights and remedies of Owner and Lead Contractor as provided elsewhere in the Contract Documents; or

3.10.8.2.3.2 [*Add:*] If Lead Contractor determines Contractor has successfully complied with provisions of the recovery schedule, Lead Contractor shall direct Contractor to return to the use of the accepted Construction Schedule.

3.10.8.2.3.3 [*Add:*] Nothing herein alters the obligation of Lead Contractor to resolve coordination and scheduling issues in dispute between and among Contractor and other Prime Contractors.

3.10.8.3 [*Add:*] Lead Contractor shall provide an identical and exact copy of each Recovery Schedule, both in electronic and hardcopy form as Owner's Representative may direct.

3.10.9 *Add:*] Schedule Revisions.

3.10.9.1 [*Add:*] Should Contractor desire to or be otherwise required under the Contract Documents to make modifications or changes in its method of operation, its sequence of Work or the durations of the work activities in its Construction Schedule, Contractor shall do so in accordance with the requirements of this Section, Section 01320 of General Requirements Division 1, and the Contract Documents. Revisions to the accepted Construction Schedule must be presented to and reviewed by Lead Contractor.

3.10.9.2 [*Add:*] Contractor shall submit requests for revisions to the Construction Schedule to Lead Contractor, together with written rationale for revisions and description of logic for rescheduling Work and maintaining the dates for Substantial and Final Completion listed in the Contract Documents. Proposed revisions acceptable shall be incorporated into next update of the Construction Schedule. Contractor shall pay Owner for costs incurred by Lead Contractor for the revisions.

3.10.9.3 [*Add:*] In all instances where a revision to the Construction Schedule will affect the construction activities of other Prime Contractors, prior to the submission by Contractor of its proposed schedule revisions, Contractor shall meet with and gain written acceptance of the Prime Contractors to make the revisions which shall be evidenced by the signatures of said Prime Contractors on the proposed schedule revisions. If accepted, the revisions, shall be binding upon Contractor and all Prime Contractors on the Project.

3.10.9.4 [*Add:*] Lead Contractor shall provide an identical and exact copy of each Schedule Revision, both in electronic and hardcopy form as Owner's Representative may direct.

3.10.11 [*Add:*] Float Time. Float or slack time associated with one chain of activities is defined as the amount of time between earliest start date and latest start date or between earliest finish date and latest finish date for such activities, as calculated as part of the Construction Schedule. Float or slack time shown on the Construction Schedule is reserved for the exclusive use and benefit of Owner.

Section 3.11 DOCUMENTS AND SAMPLES AT THE SITE

Delete Section 3.11.1 in its entirety and, in lieu thereof, substitute the following:

3.11.1 [*Substitute:*] Contractor shall maintain in a safe place at the site one record copy of all Drawings, Project Manual, Addenda, Written Modifications, Change Orders, Construction Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show all changes made during construction. Annotations on the Drawings shall show changes in the Work occasioned by field conditions or Owner/Architect authorized changes to the Work. All notations shall be dimensioned where the location of the changed item is different than that originally shown and shall show all underground utilities, sewer lines and the like which have been installed by Contractor, giving accurate dimensions from column centers and/or exterior building walls. These shall be available to Architect and shall be delivered to Architect for submittal to Owner , in good condition, upon completion of the Work and before final payment is made.

Section 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Add new Subsection 3.12.5.1 as follows:

3.12.5.1 [*Add:*] Contractor shall provide Owner's Representative with a copy of the transmittal to Architect for each Shop Drawing, Product Data, Samples and other submittals, contemporaneously.

Add new Subsection 3.12.6.1 as follows:

3.12.6.1 [*Add:*] Work executed without the required submittals that fails to conform to the Contract Documents shall be corrected by Contractor as directed by Architect, at no additional cost to Owner.

Add new Subsection 3.12.10.1 as follows:

3.12.10.1 [*Add:*] Where applicable law and a provision of the Contract Documents require that Contractor engage a licensed design professional to provide a service, Contractor shall only employ a professional possessing the required Pennsylvania license.

Add new Section 3.12.11 as follows:

3.12.11 [*Add:*] Refer to Division 1 for further requirements regarding shop drawings, product data and samples.

Section 3.14 CUTTING AND PATCHING

Add the following new Sections 3.14.3 through 3.14.8 as follows:

3.14.3 [*Add:*] The General Contractor shall build sleeves and anchors into their Work for the proper engagement of the Work of other Prime Contractors provided the sleeves and anchors, along with installation instructions, are furnished at the proper time. Those who fail to comply with this provision shall do all necessary cutting and patching at their own expense.

3.14.4 [*Add:*] The General Contractor shall provide chases, openings and recesses in the new Work, as required, provided that the other Prime Contractors furnish the necessary information at the proper time. Those who fail to comply with this provision shall do all necessary cutting and patching at their own expense.

3.14.5 [*Add:*] Each Prime Contractor shall do all cutting of existing construction necessary to install their Work. Cutting of structural members shall not be permitted except by written permission of Architect.

3.14.6 [*Add:*] Each Prime Contractor shall repair, at their own expense, all existing surfaces cut into or damaged as a result of their Work, where such cutting or damage is beyond the rooms or spaces being altered under the General Construction Contract.

3.14.7 [*Add:*] Cutting by other Prime Contractors within the rooms or spaces being altered by the General Contractor shall be repaired by the General Contractors at their own expense except as specified below.

3.14.8 [*Add:*] All cutting and patching in finished areas shall be done by the General Contractor. All cutting of existing construction that is unnecessary, excessive or carelessly done and cutting of new construction made necessary by ill-timed construction activities shall be repaired by the responsible Prime Contractor at their own expense. All such repairing shall be accomplished by skilled mechanics of the proper trade and to the satisfaction of the Professional.

Section 3.15 CLEANING UP

Add new Section 3.15.3 as follows:

3.15.3 [*Add:*] Refer to Division 1, Section "Contract Closeout", for further requirements regarding cleaning up.

Section 3.16 CLEANING UP

Add after the word "Owner" in Section 3.16.1, a comma for punctuation and the word "Owner's Representative".

Delete Section 3.18.1 in its entirety and, in lieu thereof, substitute the following:

3.18.1 [*Substitute:*] To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by Contractor or Owner in accordance with Section 11.3, Contractor shall indemnify and hold harmless Owner, Owner's Representative, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or

reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

Section 4.1 GENERAL

Add new Subsection 4.1.1.1 as follows:

4.1.1.1 [*Add:*] Wherever the terms "Architect" or "Engineer" appear in the Contract Documents, these terms shall be construed to mean the design professional, Highland Associates, Ltd. Architecture Engineering Interior Design.

Delete Section 4.1.2 in its entirety.

Delete the following language from Section 4.1.3:

4.1.3 [*Delete:*] "as to whom Contractor makes no reasonable objection and"

Section 4.2 ADMINISTRATION OF THE CONTRACT

Delete Section 4.2.1 in its entirety and substitute the following:

4.2.1 [*Substitute:*] Architect will provide administration of the Contract as described in the Contract Documents and in connection with the compliance of Contractor's Work with the Drawings and Specifications. Architect has the authority to act on behalf of Owner as Owner may direct.

Add the following sentence to the end of Section 4.2.2:

4.2.2 [Add:] Contractor shall reimburse Owner for compensation paid to Architect for additional site visits made necessary by the fault, neglect or unnecessary request of Contractor.

Delete the first sentence of Section 4.2.3.

Add the following words to the end of the first sentence of Section 4.2.4:

4.2.4 [*Add:*] Documents and in particular Contractor's compliance with the Drawings and Specifications.

Add the following words after the first sentence of Section 4.2.4:

4.2.4 [*Add:*] Direct communications with Owner's Representative may be specially authorized by Owner in writing, or through the adoption of a table or matrix of responsibilities for the Project, listing communications that may occur through Owner's Representative.

Add the following to the end of the last sentence of Section 4.2.7:

4.2.7 [*Add:*] A claim for delay shall not be recognized or permitted on account of the failure by Architect to furnish approval or rejection of a submittal until seven (7) days after a specific, additional written request for action on the submittal is made.

Delete the second sentence of Section 4.2.8 in its entirety.

Delete Section 4.2.10 in its entirety and, in lieu thereof, substitute the following:

4.2.10 [*Substitute:*] Architect will have one or more project representatives present at various times at the Project sites. Contractor shall cooperate with Architect's representatives in the performance of their duties.

Delete the first sentence of Section 4.2.11 and, in lieu thereof, substitute the following:

4.2.11 [*Substitute:*] Architect will initially interpret and initially decide matters concerning performance under and requirements of the Contract Documents and compliance with the Drawings and Specifications on request of Owner. A claim for delay shall not be recognized or permitted on account of the failure by Architect to provide an interpretation until seven (7) days after a specific, additional written request for action on the request is made.

Delete the words "15 days" from Section 4.2.11 and substitute the following:

Delete Section 4.2.12 in its entirety.

Delete Section 4.2.13 in its entirety.

Add to the end of Section 4.2.14 the following:

4.2.14 [*Add:*] A claim for delay shall not be recognized or permitted on account of the failure by Architect to act upon a request for information (RFI) until seven (7) days after a specific, additional written request for action on the RFI is made.

ARTICLE 5 - SUBCONTRACTORS

Section 5.1 DEFINITIONS

Add the following language at the end of the first sentence of Section 5.1.1:

5.1.1 [*Add:*] or to provide materials or equipment.

Delete the first sentence of Section 5.1.2 and, in lieu thereof, substitute the following:

5.1.2 [*Substitute:*] A Sub-subcontractor is a person or entity of whatever tier, who have a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Project sites or to provide materials or equipment.

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

Delete the first sentence of Section 5.2.1 and, in lieu thereof, substitute the following:

5.2.1 [*Substitute:*] Within fifteen (15) days after the award of the Contract, Contractor shall furnish to Owner and Architect in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work.

Delete Section 5.2.3 in its entirety and, in lieu thereof, substitute the following:

5.2.3 [*Substitute:*] If Owner or Architect has reasonable objection to a person or entity proposed by Contractor, Contractor shall propose another to whom Owner or Architect has no reasonable objection. There shall be no adjustment in the Contract Sum because of such substitution.

Add new Section 5.5 PAYMENT TO SUBCONTRACTORS

Add new Sections 5.5.1 and 5.5.2 as follows:

5.5.1 [*Add:*] Contractor shall pay each Subcontractor, promptly upon receipt of payment from Owner, an amount equal to the percentage of completion allowed to Contractor on account of such Subcontractor's Work, less the percentage retained from payments to Contractor. Contractor shall also require each Subcontractor to make similar payments to Sub-subcontractors. All such payments shall be paid within the time limits required by the Pennsylvania Contractor and Subcontractor Payment Act

5.5.2 [*Add:*] If Owner fails to approve an Application for Payment for a cause which Owner and Architect determine is the fault of Contractor and not the fault of the particular Subcontractor, or it Contractor fails to make payment which is properly due to a particular Subcontractor, Owner may, at its sole election and in its sole discretion, pay such Subcontractor directly, less any amount to be retained. Any amount so paid by Owner shall be offset against future payments to Contractor or otherwise shall be repaid to Owner by Contractor. Owner shall have no obligation to pay or to see to the payment of any monies to any Subcontractor. Nothing contained in Section 5.5 shall be deemed to create any contractual relationship between Owner and any Subcontractor or to create any rights in any Subcontractor against Owner. Contractor shall promptly advise Owner of any claim or demand by a Subcontractor claiming that any amount is due to such Subcontractor or claiming any default by Contractor in any of its obligations to such Subcontractor.

ARTICLE 6 – CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

Section 6.1 OWNERS RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

Delete Section 6.1.3 in its entirety and, in lieu thereof, substitute the following:

6.1.3 [*Substitute:*] It is the sole duty and responsibility of each Prime Contractor, including Lead Contractor, to plan, direct and coordinate his Work as to cause no delay, loss or injury to another Prime Contractor or their Subcontractors. Coordination issues are subject to the issuance of a final construction decision by Lead Contractor. Neither Owner, Architect or Owner's Representative shall be responsible for the coordination of

Contractor's Work. Lead Contractor shall be responsible for the coordination of the Work of Contractors in accordance with the Contract Documents.

Delete Section 6.1.4 in its entirety and, in lieu thereof, substitute the following:

6.1.4 [*Substitute:*] In the event a Prime Contractor causes any delay, loss or injury to another Prime Contractor, there shall be no claim asserted against Owner, Architect or Owner's Representative for money damages based on alleged acts or omissions with respect to coordinating, expediting or directing Work. If any Prime Contractor prosecutes such claim against Owner, Architect or Owner's Representative for money damages, then such Contractor shall indemnify and save harmless Owner, Owner's Representative and Architect against any and all costs, losses or expenses including counsel fees that they incur in responding to any such claim plus 10% interest per annum on all such costs from the date of occurrence of such costs up to the date of payment.

Section 6.2 MUTUAL RESPONSIBILITY

Add the following sentence to the end of Section 6.2.4:

6.2.4 [*Add:*] Contractor agrees to indemnify and hold Owner harmless for any claims or damages brought by a separate contractor arising out of the actions or omissions of Contractor, or its Subcontractors in performing their Work under the Contract Documents.

Delete Section 6.2.5 in its entirety.

ARTICLE 7 - CHANGES IN THE WORK

Section 7.1 GENERAL

Delete Section 7.1.2 in its entirety and, in lieu thereof, substitute the following:

7.1.2 [*Substitute:*] Change Orders shall be based upon agreement between Owner and Contractor. Constructive Change Directives shall be issued by Architect for changes in the Work as set forth in Section 7.4 and docs not require the agreement of Contractor.

Add a new Section 7.1.4 as follows:

7.1.4 [*Add:*] Before any Change Order is prepared, Contractor shall submit to Architect an itemized breakdown of the cost of the proposed Change in the Work. The term "cost" shall be interpreted to mean and include the actual cost of the following:

1. Labor, including foremen.
2. Materials at cost plus applicable taxes entering or otherwise incorporated permanently into the Work.
3. Rental cost of construction plant and equipment whether rented from Contractor or others.
4. Power and consumable supplies for the operation of power equipment.
5. Liability insurance and bonds.
6. Social security, old age and unemployment contributions.

Fifteen percent (15%) of the total cost of the above shall be allowed Contractor for overhead, profit, supervision and miscellaneous expenses if they perform the Work with their own forces or to the Subcontractor who performs the Work. In the case where the Work is performed by a Subcontractor, Contractor may add five percent (5%) to the Subcontractor's total amount as Contractor's commission. Where Change Orders include both increase and decrease in the Contract Amount, the above fifteen percent (15%) shall be allowed on the net increase only.

Add a new Section 7.1.5 as follows:

7.1.5 [*Add:*] The amount of Contract Time granted, or the absence of a grant of Contract Time in the applicable Change Order or Construction Change Directive, shall be final. Nothing herein alters the understanding that time is of the essence in the Contract.

Section 7.2 CHANGE ORDERS

Delete Section 7.2.1 in its entirety and, in lieu thereof, substitute the following:

7.2.1 [*Substitute:*] A Change Order is a written instrument prepared by Architect and signed by Owner, Contractor, and Architect. A Change Order is the only method by which the Contract Sum and the Contract Time may be adjusted. A Change Order shall provide for the following: (1) a change in the Work, if any; (2) the amount of the adjustment in the Contract Sum, if any; and (3) the extent of the adjustment in the Contract Time, if any.

Add to the end of Section 7.3.4 the following:

7.3.4 [*Add:*] Quantities are materially changed for the purpose of this Section when the quantities vary by 25% or more.

Delete Subsections 7.3.7.1 through 7.3.7.5 and, in lieu thereof, substitute the following:

7.3.7 [*Substitute:*] "the cost of the Work as defined in Section 7.1.4 of these Supplementary Conditions."

Delete from the first sentence of Section 7.3.9 the word "determination" and substitute the word "recommendation."

Section 7.4 MINOR CHANGES IN THE WORK

Delete Section 7.4 in its entirety.

ARTICLE 8 - TIME

Section 8.1 DEFINITIONS

Add new Subsection 8.1.3.1 as follows:

8.1.3.1 [*Add:*] Owner-Contractor Agreement provides the durations for Substantial and Final Completion of the Work. These durations are also referred to in the Contract Documents as Completion Dates.

Add new Section 8.1.5 as follows:

8.1.5 [*Add:*] The Project Schedule as used in the Contract Documents is the written schedule prepared by Lead Contractor, with information provided by the other Prime Contractors. The Project Schedule shall be periodically revised and updated in accordance with the provisions of Section 3.10 of the General Conditions and other Contract Documents. Contractor acknowledges that Lead Contractor will be making changes in and updating the Construction Schedule pursuant to Section 3.10.

Delete Section 8.3.1 in its entirety and, in lieu thereof, substitute the following:

8.3.1 [*Substitute:*] A claim for extension of time shall constitute a Claim under the Contract Documents, and shall be made in accordance with the requirements applicable to a Claim set forth in these Supplementary Conditions. Notice of the Claim must be provided in accordance with the requirements of Section 15 and no more than twenty one (21) calendar days after the initial occurrence of the event causing delay. A Statement of the Claim for an extension of time must be filed in accordance with the provisions of these Supplementary Conditions. Each day of delay shall be allocated on the basis of available scheduling information to Contractor responsible therefor. The scheduled Completion Dates and Contract Time shall be extended only when the delay is excusable, and then shall be granted to all Contractors.

Delete Section 8.3.3 in its entirety and, in lieu thereof, substitute the following:

8.3.3 [*Substitute:*] Contractor recognizes that delays, acceleration or hindrances to its Work may occur and that the obligation to meet Completion Dates and Contract Times will require changes to and adjustments in the schedule of the Work. Contractor's adherence to the scheduling and coordination requirements of the Contract Documents is required to minimize the potential for losses in these circumstances. The Contract Documents further provide a remedy in the form of arbitration by Contractor against the other Prime Contractor at fault. No Claim or litigation for increased costs, charges, expenses or damages of any kind shall be filed by Contractor against Owner, Architect or Owner's Representative (or against any of their respective employee or agents) for any changes to schedule, delays, acceleration, hindrances, or resequencing of Work due to any cause whatsoever. After giving proper notice, Contractor's sole remedy for delays, acceleration, hindrances or sequencing of Work shall be an extension of the Contract Time obtained by the timely filing of a Claim pursuant to these Supplementary Conditions. Should Contractor file any arbitration claim or litigation for money damages against Owner, Architect or Owner's Representative (including their employees or agents) in violation of this provision, such Contractor shall provide indemnification for any costs incurred in the defense against such claim or litigation, including all fees by attorneys and experts, plus 10% interest per annum on all such costs from the date of occurrence of such costs up to the date of payment.

ARTICLE 9 - PAYMENTS AND COMPLETION

Section 9.2 SCHEDULE OF VALUES

Delete Section 9.2.1 in its entirety and, in lieu thereof, substitute the following:

9.2.1 [*Substitute:*] Contractor shall submit to Architect, before 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 Architect may require. This schedule, unless objected to by Architect or Owner shall be used as a basis for reviewing Contractor's Application for Payment.

Section 9.3 APPLICATIONS FOR PAYMENT

Delete Section 9.3.1 in its entirety and, in lieu thereof, substitute the following Subsections 9.3.1.1 through 9.3.1.4:

9.3.1.1 [*Add:*] At least fifteen (15) days before the date established for each progress payment, Contractor shall submit to Architect an itemized Application for Payment for Work completed in accordance with the Contract Documents. Such application shall be notarized and supported by such data substantiating Contractor's right to payment as Owner or Architect may require, such as copies of requisitions from Subcontractors, and reflecting retainage.

9.3.1.2 [*Add:*] Owner shall retain ten percent (10%) of all amounts due the Contract until the Work is fifty percent (50%) completed. When the Work is fifty percent (50%) completed, one-half of the amount retained by Owner shall be returned to Contractor, provided Contractor provides written consent of surety to such reduction in retainage to Owner along with its Application for Payment, provided Architect approved the application and reduction of retainage, and further provided that Contractor is making satisfactory progress and there is no specific cause for greater withholding.

9.3.1.3 [*Add:*] Owner shall retain five percent (5%) of all amounts due Contractor after the Work is fifty percent (50%) completed. The retained five percent (5%) shall be paid on with the final Payment or as otherwise provided hereafter. In the event a dispute arises between Owner and Contractor, which dispute is based upon increased costs claimed by Contractor occasioned by damages or other actions of another Contractor, additional retainage in the sum of one and one half times the amount of any possible liability may be withheld against the allegedly responsible contractor until the dispute is finally resolved, unless the contractor causing the additional claim furnishes a bond satisfactory to Owner to indemnify Owner against the claim.

9.3.1.4 [*Add:*] The full Contract retainage (10%) may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to Architect or if Surety withholds its consent or for other good and sufficient reasons.

9.3.1.5 [*Add:*] Refer to Division 1 Section "Applications for Payment" for additional requirements regarding applications for payment.

9.3.1.6 [*Add:*] Contractor expressly waives any right to penalties, interest and attorney's fees pursuant to the prompt payment provisions of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. Section 3931 *et seq.*

Delete the first sentence of Section 9.3.2 and, in lieu thereof, substitute the following:

9.3.2 [*Substitute:*] Unless otherwise provided in the Contract Documents, payments shall be made only on account of materials and/or equipment installed into the Work. Only when accepted in advance by Owner, payments may similarly be made for materials or equipment suitably stored at some other locations or on the site when agreed to by Owner in writing and with such reasonable conditions as Owner may require.

Add new Section 9.3.4 as follows:

9.3.4 [*Add:*] Provided Contractor's Application for Payment is received by Architect not later than the last day of the month, Owner shall make payment to Contractor not later than the 30th day of the following month. If an Application for Payment is received by Architect after the application date fixed above, payment shall be made by Owner not later than thirty (30) days after the next payment period.

Section 9.5 DECISIONS TO WITHHOLD CERTIFICATION

Delete the first sentence of Section 9.5.I and, in lieu thereof, substitute the following:

9.5.1 [*Substitute:*] Architect shall not certify payment and shall withhold a Certificate for Payment in whole or in part to the extent necessary to protect the interests of Owner.

Revise Subsection 9.5.1.7 as follows:

9.5.1.7 [*Revise:*] Delete the punctuation mark at the end and the word "or".

Add new Subsection 9.5.1.8 as follows:

9.5.1.8 [*Add:*] Unsatisfactory prosecution of the Work in accordance with the Contract Documents, and in particular the failure to meet the obligations set forth in Section 3.I0 of these Supplementary Conditions; or

Add new Subsection 9.5.1.9 as follows:

9.5.1.9 [*Add:*] Failure to comply with government statutes, regulations and laws.

Section 9.6 PROGRESS PAYMENTS

Delete Section 9.6.5 in its entirety.

Delete Section 9.6.7 in its entirety.

Section 9.7 FAILURE OF PAYMENT

Delete Section 9.7.1 in its entirety and, in lieu thereof, substitute the following:

9.7.1 [*Substitute:*] Owner may retain additional retainage in the sum of one and a half (1.5) times the amount of any possible cost to correct Work that is not in accordance with the Contract Documents. In addition, in the event a dispute arises between Owner and a other Prime Contractor, which dispute is based upon increased costs claimed by the other Prime Contractor occasioned by delays or other actions of Contractor, additional retainage in the sum of one and a half (1.5) times the amount of any possible liability may be withheld until such time as a final resolution is agreed to by all parties directly or indirectly involved unless Contractor furnishes a bond satisfactory to Owner to indemnify Owner against the claim. All money retained by Owner shall be withheld from Contractor until completion of the Project, the correction of the Work, or the completion of any arbitration that may be conducted to resolve the dispute between Contractor and the other Prime Contractor.

Section 9.10 FINAL COMPLETION AND FINAL PAYMENT

Add to Section 9.10.2 the new Subsections 6 and 7 to the end of the first sentence:

9.10.2 [*Add:*] (6) Final "as built" prints of record drawings marked by Contractor with record information as set forth in the Contract Documents; and (7) a final sworn statement from Contractor, duly executed and acknowledged, showing all Subcontractors to have been fully paid and similar final sworn statements from Subcontractors and, where appropriate, from Sub-subcontractors.

In Section 9.10.4, delete the punctuation mark at the end add of Subsection 9.10.4.3 and add a semi-colon.

Add the following new Subsections 9.10.4.4 and 9.10.4.5:

9.10.4.4 [*Add:*] latent failures of Contractor to comply with the requirements of the Contract Documents; or

9.10.4.5 [*Add:*] Architect's fees resulting from re-inspections due to Contractor's failure to satisfactorily, fully and finally complete the Work or legal and accounts costs and expenses arising therefrom.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

Section 10.2 SAFETY OF PERSONS AND PROPERTY

Add new Section 10.2.8 as follows:

10.2.8 [*Add:*] Contractor shall promptly report in writing to Owner and Architect all accidents, other than minor accidents for which no medical treatment was or will be required, arising out of or in connection with the Work which cause death, personal injury or property damage, giving full details and statements of any witnesses whether or not Owner has actual knowledge of the accident. In addition, if death or serious personal injuries or serious damage are caused, the accident shall be reported immediately by telephone, internet e-mail, or messenger to Owner's Representative and Architect.

ARTICLE 11 - INSURANCE AND BONDS

Section 11.1 CONTRACTOR'S LIABILITY INSURANCE

Delete Section 11.1.1 in its entirety and substitute the following:

11.1.1 [*Substitute:*] Contractor shall purchase from and maintain in an insurance company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, and maintaining an A.M. Best rating of A- or greater, such insurance as will protect Contractor from claims set forth below which may arise out of or result from Contractor's operations under the Contract and for which Contractor may be legally liable, whether such operations be by Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

11.1.1.1 [*Substitute:*] claims under any applicable workers' compensation law, including but not limited to the Pennsylvania Workman's Compensation Act and the Pennsylvania Occupational Disease Act of 1939, and any disability benefit or similar employee benefit act that is applicable to the Work to be performed;

11.1.1.2 [*Substitute:*] claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

11.1.1.3 [*Substitute:*] claims for damages because of bodily injury, sickness or disease, including death resulting from any of these at any time, of any person other than Contractor's employees;

11.1.1.4 [*Substitute:*] claims for damages because of personal injury other than bodily injury that is sustained by (1) a person as a result of an offense directly or indirectly related to employment of such person by Contractor, or (2) by another person;

11.1.1.5 [*Substitute:*] claims for damages, other than to the Work itself, because of physical injury or destruction of tangible property, including loss of use resulting therefrom and loss of use of tangible property that is not physically injured;

11.1.1.6 [*Substitute:*] claims for damages because of bodily injury, sickness or disease, including death resulting from any of these at any time, or property damage arising out of the ownership, maintenance or use of a motor vehicle, including owned, non-owned, and hired vehicles; and

11.1.1.7 [*Substitute:*] claims arising from Contractor's obligations under paragraph 3.18.

Delete Section 11.1.2 in its entirety and substitute the following:

11.1.2. [*Substitute:*] The insurance required by Section 11.1.1. shall be written for not less than the limits of liability specified in Subsection 11.1.2.1., or as required by law, whichever limit is greater. Coverages shall be maintained without interruption from the date of the commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment.

Add new Subsection 11.1.2.1 as follows:

11.1.2.1 [*Add:*] The insurance required by Section 11.1.1. shall be written for not less than the following limits unless the limit provided herein is less than that required by applicable law, in which case the greater limit shall apply. All limits under the General Liability coverage shall apply on a per project basis:

Workers' Compensation:

(a) State: statutory requirement

(b) Federal: statutory

Comprehensive Contractors' General Liability:

(a) Bodily Injury and Property Damage:

$1,000,000 per occurrence
$2,000,000 aggregate

(b) Products Completed Operations:

$2,000,000 aggregate

(c) Contractually Assumed Liability for Bodily Injury and Property Damage:

$1,000,000 per occurrence
$2,000,000 aggregate

Liability coverage shall be written under an occurrence policy with all limits applying on a project basis.

(d) Personal Injury:

$2,000,000 aggregate

Automobile Liability:

(a) Bodily Injury:

$1,000,000 per person
$1,000,000 per accident

(b) Property Damage:

$1,000,000 per accident

Add new Subsection 11.1.2.2 as follows:

11.1.2.2 [*Add:*] The City of Scranton, Architect, Owner's Representative and their consultants shall be named as additional insureds under the policies of insurance required under Subsections 11.1.1.2, .3, .4, .5, .6, and .7.

Add new Subsection 11.1.2.3 as follows:

11.1.2.3 [*Add:*] Contractor shall purchase and maintain an Excess Liability policy of insurance providing no less than a five million dollar ($5,000,000) limit of liability.

Delete Section 11.1.3 in its entirety and, in lieu thereof, substitute the following:

11.1.3 [*Substitute:*] Certificates of insurance acceptable to Owner shall be submitted to Owner's Representative for transmittal to Owner with a copy to Architect prior to the commencement of the Work. These certificates and the insurance policies required by Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled, allowed to expire, reduced, or altered until at least 30 days prior written notice has been given to Owner by the insurer. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate

evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Article 9 of the General Conditions.

Section 11.2 OWNER'S LIABILITY INSURANCE

Delete Section 11.2 in its entirety and, in lieu thereof, substitute the following:

11.2 [*Substitute:*] Owner shall be responsible for purchasing and maintaining Owner's usual liability insurance. Optionally, Owner may require Contractor to purchase and maintain Owner's and Contractor's Protective Liability Insurance for protection against claims that may arise from operations under the Contract. Any such requirement shall be set forth in the Contract Documents, or shall be paid for by Change Order.

Section 11.3 PROPERTY INSURANCE

Delete Section 11.3.1 in its entirety and, in lieu thereof, substitute the following:

11.3.1 [*Substitute:*] The property insurance required by this Section 11.3 shall cover portions of the Work stored off the site after written approval of Owner at the value established in the approval, and also portions of the Work in transit.

Delete Section 11.3.1.1 in its entirety and, in lieu thereof, substitute the following:

11.3.1.1 [*Substitute:*] The insurance required by this Section 11.3 is not intended to cover machinery, tools or equipment owned or rented by Contractor which are utilized in the performance of the Work but not incorporated into the permanent improvements. Contractor shall, at Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment which shall be subject to the provisions of Section 11.3.6.

Delete Subsection 11.3.1.2 in its entirety.

Delete Subsection 11.3.1.3 in its entirety.

Delete Subsection 11.3.1.4 in its entirety.

Delete Subsection 11.3.1.5 in its entirety.

Delete Section 11.3.2 in its entirety and, in lieu thereof, substitute the following:

11.3.2 [*Substitute:*] Boiler and Machinery Insurance. 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 Owner; this insurance shall include interests of Owner, Owner's Representative, Contractor, Subcontractors and Sub-subcontractors in the Work, and Owner and Contractor shall be named insureds.

Delete Section 11.3.3 in its entirety and, in lieu thereof, substitute the following:

11.3.3 [*Substitute:*] Loss of Use Insurance. Owner, at Owner's option, may purchase and maintain such insurance as will insure Owner against loss of use of Owner's property due to fire or other hazards, however caused. Owner waives all rights of action against

Contractor for loss of use of Owner's property, including consequential losses due to fire or other hazards however caused.

Delete Section 11.3.4 in its entirety and, in lieu thereof, substitute the following:

11.3.4 [*Substitute:*] If Contractor requests in writing that insurance for risks other than those described herein or for other special hazards by included in the property insurance policy, Owner shall, if possible, include such insurance, and the cost thereof shall by charged to Contractor by appropriate Change Order.

Delete Section 11.3.5 in its entirety and, in lieu thereof, substitute the following:

11.3.5 [*Substitute:*] Before an exposure to loss may occur, Owner shall file with 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 until at least thirty (30) days' prior written notice has been given to Contractor.

Delete Section 11.3.6 in its entirety and, in lieu thereof, substitute the following:

11.3.6 [*Substitute:*] Waivers of Subrogation. Owner and Contractor waive all rights against each other and against Owner's Representative, Architect, Owner's other Contractors and Owner's own forces, if any, and the Subcontractors, Sub-subcontractors, consultants, agents and employees of any of them, for damages caused by fire or other perils 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 Owner and Contractor may have to the proceeds of such insurance held by Owner. Owner or Contractor, as appropriate, shall require of Owner's Representative, Owner's Representative's consultants, Architect, Architect's consultants, Owner's separate contractors, 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 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.

Delete Section 11.3.7 in its entirety and, in lieu thereof, substitute the following:

11.3.7 [*Substitute:*] A loss insured under Owner's property insurance shall be made payable to Owner, who shall be required to pay Contractor the portion of such proceeds that represent the just shares of Contractor and Subcontractors for actual losses sustained and indemnified by the insurance required under Section 11.3, subject to requirements of any applicable mortgagee clause and of Section 11.3.8. Contractor shall pay Subcontractors their just shares of insurance proceeds received by Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

Delete Section 11.3.8 in its entirety and, in lieu thereof, substitute the following:

11.3.8 [*Substitute:*] Owner shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five (5) days after occurrence of loss to Owner's exercise of this power. Any such objection is subject to the disputes clauses of these Changes to the General Conditions and other Contract Documents.

Delete Section 11.3.9 in its entirety and, in lieu thereof, substitute the following:

11.3.9 [*Substitute:*] Partial occupancy or use in accordance shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. Owner and Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

Delete Section 11.3.10 in its entirety.

Section 11.4 PERFORMANCE BOND AND PAYMENT BOND

Delete Section 11.4.1 in its entirety and, in lieu thereof, substitute the following:

11.4.1 [*Substitute:*] Contractor shall provide bonds in accordance with the provisions of the Public Works Contracts' Bond Law of 1967, 8 P.S. § 191, *et seq.*, and in so doing shall provide:

(a) A performance bond at one hundred percent (100%) of the contract amount, conditioned upon the faithful performance of the contractor in accordance with the plans, specifications and conditions of the contract. Such bond shall be solely for the protection of Owner or assignee. The surety's liability under the bond shall be the same as the contractor's liability under the conditions of the contract.

(b) A payment bond at one hundred percent (100%) of the contract amount. Such bond shall be solely for the protection of claimants supplying labor or materials to Contractor or to any of their Subcontractors in the prosecution of the Work provided for in the Contract Documents and shall be conditioned for the prompt payment of all such material furnished or labor supplied or performed in the prosecution of the Work. "Labor or Materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

(c) Both bonds shall be submitted using the Form appearing in the Bidding Documents. Each of such bonds shall be executed by one or more surety companies legally authorized to do business in the Commonwealth of Pennsylvania and acceptable to Owner. The bond shall be payable to Owner or assignee.

Delete Section 11.4.2 in its entirety and, in lieu thereof, substitute the following:

11.4.2 [*Substitute:*] Upon request of any person or entity, and the payment of a reasonable cost for copying, Owner shall provide a copy of the Payment Bond of Contractor.

Add new Section 11.6 as follows:

Section 11.5 INSURANCE AND BOND CARRIERS

Add new Section 11.5.1 as follows:

11.5.1 [*Add:*] All insurance and bonds required pursuant to Article 11 and the Contract Documents must be issued by insurance providers that are licensed and authorized to conduct business in the Commonwealth of Pennsylvania. The insurance carriers of whom Contractor has purchased insurance coverage are to have an "A-" or better rating plus a financial rating of VI or better with the A.M. Best's Company (Key Rating Guide - Latest Edition).

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

Section 12.2 CORRECTION OF WORK

Delete from the first sentence of Subsection 12.2.2.1 the words "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" and substitute the following:

12.2.2.1 [*Substitute:*] if, within one (1) year after the date of Final Completion of the Work or within one (1) year from date of Partial Occupancy or Use of designated portions thereof (whichever shall first occur) or after the date for commencement of warranties . . .".

Delete the last two sentences of Subsection 12.2.2.1 and, in lieu thereof, substitute the following:

12.2.2.1 [*Substitute:*] Nothing contained in this Section shall diminish the liability of Contractor and/or Surety as set forth in the Performance Bond, which apply to Contractor's warranty obligations and all other obligations under the Contract Documents.

Delete Subsection 12.2.2.3 in its entirety, and in lieu thereof, substitute the following:

12.2.2.3 [*Substitute:*] In the event any Work, material or equipment is replaced or repaired as a consequence of latent defects or failure to meet the terms of the Contract Documents, all warranties with respect to such Work, material or equipment replaced or repaired shall continue following repair or replacement of such Work, material or equipment for an additional period equivalent to the original period of warranty for such Work, material or equipment.

Add a new Section 12.2.2.4 as follows:

12.2.2.4 [*Add:*] Upon request by Owner and prior to the expiration of one (1) year from the date of Substantial Completion, Architect will conduct and Contractor shall attend a meeting with Owner to review the facility operations and performance.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

Delete Section 13.1 in its entirety and, in lieu thereof, substitute the following:

13.1 [*Substitute:*] The Contract shall be governed by the law of the Commonwealth of Pennsylvania

Section 13.2 SUCCESSORS AND ASSIGNS

Delete Section 13.2.2 in its entirety.

Section 13.3 WRITTEN NOTICE

Delete Section 13.3 in its entirety and, in lieu thereof, substitute the following:

13.3 [*Substitute:*] Written notice is effective if hand-delivered, or if sent by facsimile, courier, or regular U.S. mail. Written notice is also effective if sent by internet e-mail to the correct e-mail address and hard-copy is thereafter faxed, delivered or mailed.

Section 13.4 RIGHTS AND REMEDIES

Delete the words, "agreed in writing," from Section 13.4.2 and substitute the following:

13.4.2 [*Substitute:*] provided in the Contract Documents.

Section 13.5 TESTS AND INSPECTIONS

Delete Section 13.5.1 in its entirety and, in lieu thereof, substitute the following:

13.5.1 [*Substitute:*] If the Contract Documents or any laws, statutes, ordinances, building codes, rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction over the Work or the Project sites may require any portion of the Work to be inspected, tested or approved, Contractor shall give Architect and Owner timely notice thereof so Architect and Owner may observe such inspection, testing or approval.

Add new Section 13.5.7 as follows:

13.5.7 [*Add:*] Owner reserves the right to conduct testing and inspection of the Work using its own independent consultants. Where Owner's consultant is to perform independent testing and inspection and Contractor's obligation therefor is to be waived, a deduction in an amount Architect determines to be appropriate shall be made to the Contract Sum.

Section 13.6 INTEREST

Delete Section 13.6.1 in its entirety.

Section 13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

Delete Section 13.7.1 in its entirety.

Add new Section 13.8 as follows:

Section 13.8 SWORN STATEMENT/RELEASE OF LIENS

Add new Section 13.8.1 as follows:

13.8.1 [*Add:*] Contractor agrees that the Project is not subject to the Mechanics Lien Law. Contractor shall submit with its final Application for Payment a Sworn Statement/Release

of Liens stating that Contractor has paid all Subcontractors who have performed Work on the project in the full amount they are due.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

Section 14.1 TERMINATION BY CONTRACTOR

Delete Section 14.1 in its entirety.

Section 14.2 TERMINATION BY OWNER FOR CAUSE

Delete Section 14.2.1 in its entirety and, in lieu thereof, substitute the following:

14.2.1 [*Substitute:*] Owner may terminate the Contract if Contractor:

.1 shall institute proceedings or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Code or any similar or applicable federal or state law; or if a petition under any federal or state bankruptcy or insolvency law is filed against Contractor and such petition is not dismissed within sixty (60) days from the date of said filing; or if Contractor admits in writing its inability to pay its debts generally as they become due, or if it makes a general assignment for the benefit of its creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of its bankruptcy or insolvency; or if a receiver of all or any substantial portion of Contractor's properties is appointed.

.2 abandons the Work; or if it fails to prosecute promptly and diligently the Work or to supply enough properly skilled workmen or proper materials for the Work;

.3 submits an Application for Payment, sworn statement, certified payrolls, affidavit or document of any nature whatsoever which is intentionally falsified;

.4 fails to make prompt payment to Subcontractors for materials or labor or otherwise breaches its obligations under any subcontract with a Subcontractor; or if a claim under the Payment Bond, a mechanic's or materialman's lien or notice of lien is filed against any party of the Work or the site of the Project and not promptly bonded or insured over by Contractor in a manner satisfactory to Owner;

.5 disregards any laws, statutes, ordinances, rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction of the Work or the site of the Project;

.6 otherwise violates any provision of the Contract Documents;

then Owner, upon the occurrence of the events described in clauses .1 through .6 above, without prejudice to any right or remedy available to Owner under the Contract Documents or at law or in equity may, after giving Contractor and the surety under the Performance Bond and the Payment Bond, seven (7) days written notice, terminate the Contract and the employment of Contractor on the Project and may enforce a Security Agreement by taking possession of and using all or any part of Contractor's materials, equipment, supplies and other property of every kind used by Contractor in the

performance of the Work in the completion of the Work. If requested by Owner, Contractor shall remove any part or all of its equipment, machinery and supplies from the site of the Project within seven (7) days from the date of such request, and in the event of Contractor's failure to do so, Owner shall have the right to remove or store such equipment, machinery and supplies at Contractor's expense. In case of such termination, Contractor shall not be entitled to receive any further payment for Work performed by Contractor through the date of termination. Owner's right to terminate Owner-Contractor Agreement pursuant to this Section 14.2.1 shall be in addition to and not in limitation of any rights or remedies existing hereunder or pursuant hereto or at law or in equity.

Delete the words, "upon certification by the Initial Decision Maker that" from Section 14.2.2 and substitute the word, "where".

Add to the end of Section 14.2.3 the following:

14.2.3 [*Add:*] A Contractor terminated for cause related to the quality or timeliness of the Work shall not be proposed by the Surety or otherwise utilized as a completion contractor and shall not be proposed or utilized as a Subcontractor or Sub-subcontractor to the Surety where the Surety is itself performing as the completion contractor.

Delete Section 14.2.4 in its entirety and, in lieu thereof, substitute the following:

14.2.4 [*Substitute:*] If the unpaid balance of the Contract Sum exceeds all costs to Owner of completing the Work, then Contractor shall be paid for all Work performed by Contractor to the date of termination. If such costs to Owner of completing the Work exceed such unpaid balance, Contractor shall pay the difference to Owner immediately upon Owner's demand. The costs to Owner of completing the Work shall include (but not be limited to) the cost of any additional architectural, managerial and administrative services required thereby, any costs incurred in retaining another contractor or other subcontractors, any additional interest or fees which Owner must pay by reason of a delay in completion of the Work, attorneys' fees and expense, and any other damage, costs and expenses Owner may incur by reason of completing the Work of any delay thereof. The amount, if any, to be paid to Contractor shall be certified by Architeet upon application, in the manner provided in Section 9.4, and this obligation for payment shall survive the termination of the Contract.

Add new Section 14.2.5 as follows:

14.2.5 [*Add:*] In the event Owner terminates the contract for cause, and in addition and without prejudice to all other rights, remedies and relief which Owner may obtain under this Agreement and pursuant to the law, Owner shall be entitled to payment by Contractor of all reasonable professional fees, including attorney's fees, architectural fees, engineering fees, and consulting fees (together with reasonable expenses and disbursements incurred in connection therewith) which Owner may incur in connection with any legal proceedings or action (including professional fees rendered in anticipation of such proceedings or action). This provision shall create no right to Contractor or to any other person or entity for payment of such costs or expenses.

Add new Section 14.2.6 as follows:

14.2.6 [*Add:*] Should Contractor or its Surety contest the termination of Contractor for Cause, and should it be finally determined that cause for the termination did not exist, Contractor

shall be entitled to damages that would have been received in a termination for convenience under Section 14.4.3.

Section 14.3 SUSPENSION BY OWNER FOR CONVENIENCE

Add the following sentence to the end of Section 14.3.1:

14.3.1 [*Add:*] Any suspension by Owner for convenience does not constitute grounds of termination by Contractor under Section 14.1.

Section 14.4 TERMINATION BY OWNER FOR CONVENIENCE

Add after the words, "Work executed," in Section 14.4.3 add the following language:

14.4.3 [*Add:*] using the schedule of values provided by Contractor and used in making periodic payments

Delete the words, "along with reasonable" in Section 14.4.3 and substitute the word "excluding".

ARTICLE 15 CLAIMS AND DISPUTES

Delete the words "one of the parties" from the first sentence of Section 15.1.1, and substitute the following:

15.1.1 [*Substitute:*] "Contractor".

Delete the words "the party" in the third sentence of Section 15.1.1, and substitute the following:

15.1.1 [*Substitute:*] "Contractor".

Add the following new Subsection 15.1.1.1 as follows:

15.1.1.1 [*Add:*] The term, "Claim" as capitalized and as used herein only applies to, and is hereby defined only as, an assertion by Contractor against Owner. Contractor must satisfy both the requirements related to notice and the requirements that constitute a contractual statute of limitations to preserve Contractor's Claim. To satisfy the requirements of these Contract Documents regarding the contractual statute of limitations, Contractor must file on a timely basis a Statement of Claim. Notice, written or otherwise, does not constitute a Statement of Claim.

Delete Section 15.1.2 in its entirety and, in lieu thereof, substitute the following:

15.1.2 [*Substitute:*] A Claim as defined herein must be preceded by notice to Owner, given within twenty-one (21) days after Contractor first recognizes the condition or occurrence which gives rise to the Claim, provided that, where the Claim is for additional work beyond the requirements set forth in the Drawings and Specifications, notice must be given a reasonable number of working days in advance of the construction activities being undertaken. For additional Work of an emergency nature, needed to protect the safety of property and persons, notice may be given promptly after the additional work is performed. The failure to give required notice to Owner shall constitute a waiver of Contractor's Claim. The requirement of notice is satisfied where there is issued, and Contractor may therefore rely upon, written directives of Architect or Owner's

Representative, including but not limited to the issuance by Architect of a Construction Change Directive.

Delete the last sentence of Section 15.1.3.

Delete Section 15.1.4 in its entirety and, in lieu thereof, substitute the following Subsections 15.1.4.1 to 15.1.4.5:

15.1.4.1 [*Substitute:*] The intention of these Contract Documents and this Section 15.1.4 is to assure Owner of the prompt notice of each Claim against Owner upon the occurrence of the first event upon which the Claim is based. A Contractor who asserts a Claim against Owner only at the conclusion of several events upon which the Claim is ultimately based, or at the realization of damages beyond initial damages, shall be conclusively deemed to have waived the Claim. Contractor shall specifically be prohibited from deferring the giving of notice or the assertion of a Claim against Owner on the basis that some or all of the damages have not been incurred. Contractor may not defer notice to Owner or the filing of the Statement of the Claim by asserting that it is reserving or otherwise preserving its rights, because no right exists to defer either notice or the filing of the Statement.

15.1.4.2 [*Substitute:*] Owner requires the prompt notice of a Claim upon the first occurrence of an event which gives rise to the Claim in order to provide Architect and Owner's Representative with an opportunity to reduce or otherwise mitigate the potential cost and delay that would otherwise occur and to assure that all Claims submitted have validity and are not the product of misrepresentation or fraud. Owner requires prompt assertion of the Claim through the filing of the Statement of Claim similarly to reduce the potential for misrepresentation and fraud.

15.1.4.3 [*Substitute:*] Without regard to compliance by Contractor with respect to notice, the failure of Contractor to provide a Statement of Claim within ninety (90) days of the occurrence of the first event upon which the Claim is based shall conclusively constitute a waiver and abandonment of the Claim. This provision is to be interpreted and applied as a contractual limitations period, in lieu of any and all statutory periods of limitation provided in law. The ninety (90) day period for the filing of a Statement of Claim is agreed to by Contractor, and shall be conclusively treated, as reasonable in accordance with 42 Pa. C.S.A. § 5501(a).

15.1.4.4 [*Substitute:*] A Statement of Claim must include: (1) an identification of the basis set forth in the Contract Documents for payment of the Claim by Owner; (2) an itemization of the damages that have been incurred and have accrued to the point in time when the Statement of Claim is prepared; (3) factual and documentary support for the proposition that Owner is liable; and (4) factual and documentary support for the itemization of damages.

15.1.4.5 [*Substitute:*] Nothing set forth in these Subsections 15.1.4.1 through 15.1.4.5 applies to any demand for damages or claim of any kind that is, should have been, or could be asserted between or among Contractor and other Prime Contractors in arbitration.

Delete the words in Subsection 15.1.5.1, "as provided herein," and substitute the following:

15.1.5.1 [*Substitute:*] "as provided in these Supplementary Conditions".

Delete the third sentence of Subsection 15.1.5.1 in its entirety and, in lieu thereof, substitute the following:

15.1.5.1 [*Substitute:*] Contractor in supporting its Claim for an extension of time must comply with the requirements of Section 3.10 of these Supplementary Conditions, and must document its Claim by reference to and on the basis of the Final Construction Schedule, as updated and revised. A Claim for increase in the Contract Time or otherwise for an extension of time must be filed in the form of a Statement of Claim and must be supported by documentation, including but not limited to excerpts and portions of the Construction Schedule prepared and updated in accordance with the requirements of Section 3.10 and the General Requirements. The Statement shall set forth in detail: (1) the circumstances that form the basis for the Claim, (2) the support for the proposition that the delay is "critical," meaning impacting the critical path of construction activity, (3) the date upon which each cause of delay began to affect the progress of the Work, (4) the date upon which each cause of delay ceased to affect the progress of the Work; and (5) the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of Contractor. Contractor shall provide such additional supporting documentation as Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim. Contractor shall be bound by the scheduling information submitted by him in connection with Section 3.10 of these General Conditions.

Add new Subsection 15.1.5.3 as follows:

15.1.5.3 [*Add:*] Anticipated Adverse Weather Delays: In planning the construction schedule within the agreed Contract Time, it shall be assumed that Contractor has anticipated the amount of adverse weather conditions normal to the site of the Work for the season or seasons of the year involved. Only those weather delays attributable to other than normal weather conditions will be considered.

The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and shall constitute the base line for monthly weather time evaluations. Contractor's construction schedules must take into account any effect these anticipated adverse weather delays in all weather-dependent activities.

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
14	7	7	8	8	7	4	5	4	4	5	7

Add new Subsection 15.1.5.4 as follows:

15.1.5.4 [*Add:*] Impact: Upon acknowledgement of the Notice to Proceed and continuing throughout the contract, Contractor shall record in a daily log the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent (50%) or more of Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days

exceeds the number of days anticipated in paragraph 4.3.7.3 above, Architect will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a no-cost change order for additional days, to be executed by Owner, Architect and Contractor. This no-cost change order shall be the sole remedy for delays associated with weather.

Add new Section 15.1.7 as follows:

15.1.7 [*Add:*] Contractor agrees and acknowledges that Owner is a "contracting body" under the Public Works Contractors' Bond Law of 1967, and the Work on the Project is public construction and not subject to the filing of Mechanics Liens, and further agrees to provide and specify in its subcontracts with subcontractors for their acknowledgment that their sole remedy against Owner exists only under the provisions of the Bond Law and in accordance with the Payment Bond.

Section 15.3 Change the heading of this Section 15.3 to "RESOLUTION OF CLAIMS AND DISPUTES"

Delete this Section 15.3 in its entirety and, in lieu thereof, substitute the following:

15.3.1 [*Substitute:*] It is the further intention of these Contract Documents that all claims between Contractors related to coordination and scheduling of the Work, and all delays, disruptions, and interferences caused by Contractors, be resolved between Contractors. Specifically, by execution of the Agreement, Contract agrees to the following:

15.3.1.1[*Substitute:*] Owner is not responsible for delays caused by any Contractor. Owner is not responsible for problems caused by the failure of a Contractor to coordinate and schedule its Work with other Contractors. Owner is not liable for any damages suffered by a Contractor arising from any Contractor's delays and/or failure to coordinate its Work. Contractor hereby waives and releases Owner from any liability and damages caused by lack of coordination by a Contractor, or between or among Contractors, including their subcontractors and suppliers.

15.3.1.2[*Substitute:*] Architect, Owner's Representative, and Owner and their representatives shall not be liable to Contractor for any increased costs or damages for defective Work, interference, or delays resulting from any conflict between or among Contractors, their subcontractors and suppliers. Neither Owner, Owner's Representative, nor Architect shall be a party to disputes or actions between or among Contractors or their Subcontractors concerning such additional expense or damage. Contractor's exclusive remedy in this regard is arbitration between Contractors involved.

15.3.1.3[*Substitute:*] It is agreed by all parties that disputes or actions between Contractors concerning any additional expense or damage herein before mentioned shall not delay completion of the Work, which shall be continued by the parties pending final resolution of a claim including judicial proceedings. All final construction decisions regarding scheduling and coordination of the Work, whether rendered orally or in writing, shall be observed and followed fully.

15.3.1.4[*Substitute:*] Each Contractor hereby waives privity of contract defenses, and any assertion that Owner is vicariously or otherwise responsible for the acts and omissions of other Prime Contractors. Each Contractor agrees that other Prime Contractors have the right to file claims in arbitration against Contractor in the event Contractor is alleged to have caused

damages to another Contractor by reason of the failure to meet schedule, or delay, disruption, interference, or lack of coordination.

15.3.1.5[*Substitute:*] It is agreed by the parties to this Contract (Owner as promisee and Contractor as promisor) that the intent of this Section 15.3 is to benefit Owner and Owner's interests, and that the provisions of the Contract Documents raises Contractor and such other Contractors to the status of third party beneficiaries in connection with the coordination and scheduling of the Project, and claims between Contractors, and for no other purpose. Contractor specifically releases, foregoes and waives any claims against Owner, Owner's Representative, or Architect for extended overhead, delay damages, "impact" damages, loss of efficiency, loss of productivity, or any other similar form of loss, damage or compensation, or other damages related to coordination and scheduling of the Project and all delays, disruptions, and interferences caused by the other Prime Contractors.

15.3.2 [*Substitute:*] These Sections 15.3.1 and 15.3.2 apply to any claim that is or was, should be or should have been, or could be or could have been asserted between or among Contractor and other Prime Contractors, whether or not Lead Contractor rendered a final construction decision under Section 3.3.4 and whether or not the claim is submitted to arbitration under Subsection 3.3.4.1.

15.3.3 [*Substitute:*] A Claim that may properly be asserted against Owner shall be submitted to Architect. At all times, Contractor must comply with the obligation to provide notice under Section 15.1.4. Architect will evaluate the Claim and will in the discharge of Architect's professional responsibilities advise Owner regarding its professional advice and opinion as to the disposition of the Claim. Architect may seek additional information from Contractor. Contractor shall forfeit the Claim if, after seven (7) days' notice, Contractor fails to cooperate with Architect's reasonable requests. Architect's response to Contractor's Claim shall not constitute a decision of Owner on the Claim under Section 4.6. Architect's response to Contractor's Claim rejecting the Claim without requesting additional information, an additional opportunity to meet, or an additional opportunity to consider the Claim in further detail, shall constitute the occurrence of the first event upon which the Claim can be based, and the ninety (90) day period allowed for the filing of the Statement of the Claim shall commence. The failure to file the Statement of the Claim shall conclusively constitute a waiver and abandonment of the Claim.

Section 15.4 Change the heading of this Section 15.4 to "ADMINISTRATIVE CLAIMS PROCEDURE"

Delete this Section 15.4 in its entirety and, in lieu thereof, substitute the following new Sections 15.4.1 through 15.4.12:

15.4.1 [*Substitute:*] A Claim or dispute that is properly between Contractor and Owner shall be submitted to Owner's Representative in the form of a Statement of Claim, as provided in Section 15.5. The proceedings under this Section 15.4 may be properly invoked only as to a Claim between Contractor and Owner, and not to disputes involving scheduling and coordination decisions between Contractors. Consideration by Owner of a Claim asserted by Contractor to be proper under this Section does not constitute acquiescence in or acceptance of the correctness of the Claim's assertion.

15.4.2 [*Substitute:*] Disputes arising from final construction decisions of Lead Contractor, and disputes that could have been submitted to Lead Contractor for a final construction decision, and disputes between or among Contractors arising from coordination and

scheduling on the Project are subject to the exclusive remedy of arbitration between the involved Contractors.

15.4.3 [*Substitute:*] The rendering of a final construction decision by Lead Contractor or the rendering of a response by Architect to Contractor's Claim does not constitute either a formal decision or a final decision of Owner under this Section.

15.4.4 [*Substitute:*] A Claim or dispute of whatever kind against Owner shall be submitted by the filing of a Statement of Claim and shall in the first instance be referred to Owner's Representative with a request for a formal decision in accordance with this Section. Owner's Representative may respond in writing to the submission of a Claim by requesting that Contractor provide additional documents and information relating to the Claim. The failure to provide the requested documents and information shall constitute a waiver and forfeiture of the Claim. Owner's Representative may also reject the Claim and, if so, shall provide Contractor with an additional seven (7) days to resubmit the Claim to Owner. The failure of Contractor to resubmit the Claim within such period to Owner shall constitute a waiver and forfeiture of the Claim. Finally, Owner's Representative may also provide recommendations to Owner regarding the Claim, and at Owner's Representative's option may provide a copy of those recommendations to Contractor.

15.4.5 [*Substitute:*] Owner and Owner's Representative may allow Contractor additional time to ascertain or compile information, documents, and other supporting data. Specifically, Owner and Owner's Representative may allow the Statement of Claim to be amended and modified to include additional information arising after the filing of the Statement initially, provided that the basis of the Claim may not be altered.

15.4.6 [*Substitute:*] The time periods set forth in this Section relate solely to the administration of pending claims and disputes and are neither intended to, nor shall they, modify or affect any other provisions of the Contract Documents relating to Notice and the time required therefor, relating to the time for the filing of the Statement of Claim or relating to any other time requirements of this Contract. Receipt of a Statement of Claim by Owner's Representative and consideration of the Claim under this Section do not constitute a waiver of Owner's right to the performance of Contractor's obligations under the Contract Documents.

15.4.7 [*Add:*] Following the submittal of the Claim to Owner's Representative, or the resubmittal of the Claim after its rejection by Owner's Representative, as the case may be, Owner shall render its formal decision on a dispute with a Contractor in writing within a reasonable time after receipt of all written supporting documents, information and other data ("supporting data") from Contractor and review of documents and information obtained by Owner's Representative. Owner may require Contractor and its representatives to appear at a meeting called with reasonable notice.

15.4.8 [*Add:*] The formal decision of Owner shall be the first-step in the administrative processes governing claims and disputes that are properly between Contractor and Owner. Owner's first-step decision can be rendered by any representative of Owner.

15.4.9 [*Add:*] The rendering of a formal, first-step decision by Owner with respect to any such Claim, dispute, or other matter is a condition precedent to any further action under this Section. Such decision shall be final and binding upon Contractor unless Contractor

notifies Owner's Representative in writing of Contractor's exception to such decision within thirty (30) days of Contractor's receipt of the decision thereon.

15.4.10 [*Add:*] Contractor shall continue to prosecute the Work and adhere to the Construction Schedule during all disputes or disagreements relating to any claim or dispute under the Contract Documents. No Work shall be delayed or postponed pending resolution of any claims, disputes or disagreements.

15.4.11 [*Add:*] Contractor agrees that compliance by Contractor with this Section shall be a condition precedent to the rendering by Owner of a formal, first-step decision on a claim or dispute. If Contractor fails to comply with the requirements of this Section, or fails to provide documents, information and supporting data requested by Owner or Owner's Representative for the purpose of evaluating the Claim, the Claim shall be waived and forfeited. The failure to submit supporting data or the failure to continue to prosecute the Work, shall constitute a waiver and forfeiture of the Claim for the purpose of securing both first and second-step relief and for the purpose of the submittal of any claim to the Lackawanna Court of Common Pleas.

15.4.12 [*Add:*] Owner's Representative will attempt to resolve all claims and disputes between Owner and Contractor, both before and after the rendering of a formal, first-step decision by Owner. Should Contractor not be satisfied with Owner's formal, first-step decision regarding a claim or dispute, Contractor may request a second-step administrative determination within thirty (30) days of the decision. Owner shall, within thirty (30) days of a demand for such an administrative determination or on its own initiative, designate an individual to serve as Claims Administrator. Owner, Owner's Representative and all affected Contractors shall attend administrative conferences at the call of the Claims Administrator. Owner and Contractor shall cooperate fully in the administrative investigation conducted by the Claims Administrator at the administrative conferences and at such other times as the Claims Administrator shall determine, and shall furnish documents and other information required by the Claims Administrator. The failure of Contractor to provide supporting documentation in advance of and during the administrative conferences sufficient to constitute prima facie evidence of the Claim shall constitute bad faith and shall result in the dismissal and forfeiture of the Claim. Within thirty (30) days of the completion of the administrative investigation, the Claims Administrator will render a decision and recommendation to Owner and Contractor. The decision and the recommendation shall be binding on neither party and shall not be admissible in any proceeding. Unless the decision and recommendation are accepted by both Owner and Contractor, and provided the claim or dispute has not been waived or forfeited by Contractor, Contractor may submit its claim to the Court of Common Pleas of Lackawanna County.

Add Section 15.5 ARBITRATION BETWEEN AND AMONG CONTRACTORS

Add new Sections 15.5.1 through 15.5.7 as follows:

15.5.1 [*Add:*] A claims, dispute or other matter in question between Contractors arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

15.5.2 [*Add:*] In any arbitration proceeding commenced pursuant to this Section, the parties shall be entitled to conduct pre-hearing discovery for a period of ninety (90) days, which discovery may include depositions, written interrogations not to exceed forty (40) in number (inclusive of subparts) and written requests for the inspection and reproduction of relevant documents or tangible things. Responses to written interrogations and document requests shall be served within thirty (30) days of service thereof. With respect to expert testimony and discovery related thereto, Rule 4003.5 of the Pennsylvania Rules of Civil Procedure shall apply. The arbitrator(s) shall have the authority to issue appropriate orders to enforce the parties' entitlement to discovery hereunder and, upon disobedience of any such order, may prohibit the disobedient party from introducing in evidence designated documents, thing, or testimony.

15.5.3 [*Add:*] Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand for arbitration must be made within a reasonable time after the claim, dispute or other matter in question has arisen, but in no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations. All demands for arbitration and all answering statements thereto which include any monetary claim must contain a statement of the total sum or value in controversy as alleged by Contractor making such demand or answering statement.

15.5.4 [*Add:*] The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

15.5.5 [*Add:*] The parties shall be obligated to include, as a part of any arbitration proceedings, by joinder or consolidation, other Contractors to the extent necessary for resolution of the matter in controversy. Owner, Architect, and Owner's Representative may not be joined in arbitration proceedings. Contractor agrees not to object to its joinder in arbitration proceedings brought by other Prime Contractors. The foregoing agreement to arbitrate, including the obligation to arbitrate with an additional person or entity by joinder or consolidation shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. Joinder or consolidation of necessary or interested parties shall be a condition precedent to the obligation to arbitrate.

15.5.6 [*Add:*] Contractor Disputes. Contractor filing a notice of demand for arbitration must assert in the demand all claims, disputes and other matters in contention then known to that Contractor on which arbitration is permitted to be demanded.

15.5.7 [*Add:*] Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

END OF SECTION 00xxxx

[Bidders are advised that, after award, this form of agreement will be adapted for each Prime Contract by the making of insertions and changes required by the instructions that are set off in brackets and by making changes to the signature lines as indicated below.]

SECTION 002144-2– OWNER-CONTRACTOR AGREEMENT

THIS AGREEMENT, executed this ___ day of _____ 2017 **[insert month and year, with day to be inserted when last signature is affixed by the City]**, by and between the City of Scranton, with offices at 340 North Washington Ave., Scranton , PA 18503, and _____ **[insert name of Contractor]**, located at _____ **[insert address]**, a _____ **[insert form of business organization such as corporation, LLC, etc.]** organized under the laws of the State/Commonwealth of _____ **[insert state where organized]**, hereinafter called the "Contractor."

ARTICLE 1 - THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement between the Owner and Contractor, and the documents identified in the Supplementary Conditions. These documents form the Contract, and all are as fully a part of this Agreement as if attached hereto or repeated herein.

ARTICLE 2 - THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the interior renovations throughout seven Fire Station Facilities as described in the Bidding and Contract Documents.

ARTICLE 3 - DESIGN AND CONSTRUCTION PROFESSIONALS

The Architect for the Project is Highland Associates, Ltd. Architecture Engineering Interior Design, 102 Highland Avenue, Clarks Summit, Pennsylvania 18411. The Owner's Representative for the Project is Mr. David Bulzoni.

ARTICLE 4 - TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced with all off-site and on-site activities required by the Contract Documents after receipt of, and on the date or dates set forth in, the Notice or Notices to Proceed. The Contractor shall complete all contract Work to the satisfaction and approval, in every respect, of Owner, within the overall Contract Time for the Project and within the Completion Dates for Substantial and Final Completion. Contractor shall be substantially complete within 180 days of the issuance of the Notice to Proceed ("Substantial Completion") and finally complete within 30 days thereafter ("Final Completion," collectively, "Completion Dates). Contractor agrees that time is of the essence in the performance of this Contract, and that if he shall fail to complete the Work within the times specified for Substantial Completion, the Contractor shall pay Owner, as Liquidated Damages and not as a penalty for each such failure, the amounts of Five Hundred Dollars ($500.00) per day.

ARTICLE 5 - CONTRACT SUM

Owner shall pay the Contractor for the performance of the Work subject to additions and deductions by Change Order in current funds, the Contract Sum of $_____.00 (_____ Dollars) **[Insert the total contract amount in numerals and words, including Alternates]** for the base bid and for Alternates numbered _____ [insert the numbers of the accepted Alternates], all as set forth in the General and Supplementary Conditions of the Contract.

ARTICLE 6 - PROGRESS PAYMENTS

Based upon Applications for Payment submitted by the Contractor, Owner shall make progress payments on account of the contract sum to the Contractor as provided in the General and Supplementary Conditions of the Contract.

ARTICLE 7 - FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by Owner to the Contractor after Final Completion of the Work, provided the Work has then been completed, the Contract fully performed, a Final Inspection held, and a Final Certificate of Payment has been issued, all as set forth in the General and Supplementary Conditions of the Contract.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.1 Terms used in this Agreement shall have the meanings designated in the Contract Documents.

8.2 The Payment and Performance Bonds given by the Contractor conditioned upon the faithful performance of the Contract; the payment of labor, material, equipment rental and public utility service claims; and the correction of defective installation or non-conforming materials and equipment are attached hereto and made a part hereof. However, no third party shall acquire any rights against Owner under the Contract Documents.

8.3 The Contractor agrees to abide and be bound by all applicable laws relating to and regulating wages to be paid and the hours and conditions of employment and relating to equal employment opportunity.

IN WITNESS WHEREOF, Scranton City and the Contractor have caused these presents to be executed on the day and year above written.

Owner

By: _____

_____
[Print name]

Attested:

_____

_____

[Corporate Contractor]

[Name of Contractor]

_____
(Print Name of Corporation)

Attest:_____
Signature of Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or other authorized representative**

_____
(Print name of representative)

_____
(Print title of representative)

By:_____
Signature of President, Vice President or other authorized representative*

_____
(Print name of representative)

_____
(Print title of representative)

* If a representative other than the President or a Vice President of the Corporation signs this Agreement on its behalf, then attach a corporate resolution or other appropriate proof, dated prior to or as of the date of the Proposal, evidencing authority to execute this Agreement on behalf of the Corporation.

** If a representative other than the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer attests to the signature of the corporate representative, then attach a corporate resolution or other appropriate proof, dated prior to or as of the date of the Proposal, evidencing authority to attest to the execution of this Agreement on behalf of the Corporation.

[Bidders are advised that when contracts are signed with noncorporate contractors, the form of signatures will be changed to the form similar to that completed by the Bidder on the Bid Form, in order to accommodate the form of business organization being used. Bidders which have adopted the Limited Liability Company or LLC form of organization must submit the Operating Agreement or similar documentation, establishing the authority of the representative who executes the Agreement and the authority of the representative who attests to the validity of the signature.]

END OF SECTION

CONTRACTOR PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That_____
(Contractor Name and Address)

_____ as Principal, hereinafter called "Principal," and

_____

_____
(Legal Title of Surety)

as Surety, hereinafter called "Surety," are held and firmly bound unto the City of Scranton, Commonwealth of Pennsylvania, its successor(s), grantee(s) or assignee(s), as the owner Obligee ("the Obligee"), in the amount of one hundred percent (100%) of the Contract Sum of _____ Dollars ($_____), for the payment whereof Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Obligee to pay for performance of the Contract, and firmly by these presents.

WITNESSETH THAT:

WHEREAS, Principal has, by written agreement dated _____ entered into a Contract with Obligee for the construction of renovations to fire station facilities for the Obligee, located in _____, _____ County, Pennsylvania, in accordance with drawings and specifications prepared by Highland Associates, Ltd. Architecture Engineering Interior Design., located in _____, ____., which Contract is by reference made a part hereof, and is hereinafter referred to as "the Contract;"

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, and known as and cited as the "Public Works Contractors' Bond Law of 1967" (the "Act");

WHEREAS, the Act, in Section 3.1(a), requires that, before an award shall be made to the Principal by the Obligee, the Principal shall furnish this Bond to the Obligee, with this Bond to become binding upon the award of a Contract to the Principal by the Obligee in accordance with the Contract; and

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said Contract, including all changes and amendments thereto, which is hereby incorporated as part of this Bond as if fully set forth herein, and shall indemnify and save harmless the Obligee and all of its officers, agents and employers from any expense incurred through the failure of the Principal to complete the work as specified and for any and all sums due the Obligee under the Contract by the Principal or its subcontractors, then this Bond shall be void; otherwise, this Bond shall remain in full force and effect.

The Principal and Surety agree that any alterations, changes and/or additions to the Contract, and/or any alterations, changes and/or additions to the work to be performed under the Contract, and/or any giving by the Obligee of any extensions of time for the performance of the project work in accordance with the Contract, and or any other act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract, shall not release, 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 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.

Whenever Principal shall be, and declared by Obligee to be in default under the Contract, the Obligee having performed Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for submission to Obligee for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee and Surety of the lowest responsive bidder, arrange for a contract for completion between such bidder and Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term, "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Obligee to Principal under the Contract and any amendments thereto, less the amount properly paid by Obligee to Principal.

If the Surety does not promptly remedy the default or proceed with reasonable promptness to perform its obligations under the Bond, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of written notice from the Obligee to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to the Obligee.

No action upon this Bond shall be commenced after the expiration of one (1) year from the date on which the Principal is declared to be in default by the Obligee, or within one (1) year after the Surety fails to perform its obligations under the Bond, whichever occurs later.

No right of action shall accrue on this Bond to any person or entity other than the Obligee or its heirs, executors, administrators, or successors.

Every action upon this Bond shall be instituted either in the Court of Common Pleas for the county where the project under the Contract is to be performed, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

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

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

[Select the applicable signature pages from among those that follow]

03/15/17

PRINCIPAL:

When the Principal is an Individual Proprietor:

WITNESS:

_____ *By:_____(SEAL)
*Signature of Witness Signature of Proprietor

_____
Print name of Proprietor

CORPORATE SURETY

_____
**Name of Corporate Surety

Witness or Attest:

_____ **By:_____
(CORPORATE SEAL)** Title

GENERAL INSTRUCTIONS FOR PRINCIPAL

*Sign by proprietor and witness.

GENERAL INSTRUCTIONS FOR ATTORNEY-IN-FACT CERTIFICATION

**Indicate Surety company, sign by attorney-in-fact, obtain witness signature, and affix Surety company's seal. Attach Power of Attorney, with embossed seal, to this page, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Corporation.

The attorney-in-fact by executing this Performance Bond certifies that he/she is licensed with the company named as Surety for this bond by the Pennsylvania Insurance Department and that to the best of his/her knowledge the said Surety is licensed with the Pennsylvania Insurance Department.

When the Principal is a Partnership:

_____
Print Name of Partnership

WITNESS:

_____ *By:_____(SEAL)
Signature of General Partner

CORPORATE SURETY

_____
**Name of Corporate Surety

Witness or Attest:

_____ **By:_____
(CORPORATE SEAL)** Title

GENERAL INSTRUCTIONS FOR PRINCIPAL

*Please sign where indicated. Sign by a General Partner and witness signature.

GENERAL INSTRUCTIONS FOR ATTORNEY-IN-FACT CERTIFICATION

**Indicate Surety company, sign by attorney-in-fact, obtain witness signature, and affix Surety company's seal. Attach Power of Attorney, with embossed seal, to this page, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Corporation.

The attorney-in-fact by executing this Performance Bond certifies that he/she is licensed with the company named as Surety for this bond by the Pennsylvania Insurance Department and that to the best of his/her knowledge the said Surety is licensed with the Pennsylvania Insurance Department.

When the Principal is a Corporation:

_____
Print Name of Corporation

ATTEST:

*By:_____

Secretary/Assistant Secretary/
Treasurer/Assistant Treasurer
or other Authorized Representative

President/Vice President or other
Authorized Representative*

_____
Print Name of Corporate Representative

(CORPORATE SEAL)

CORPORATE SURETY

_____
**Name of Corporate Surety

Witness or Attest:

_____
(CORPORATE SEAL)**

**By:_____
Title

GENERAL INSTRUCTIONS FOR PRINCIPAL

*Please sign where indicated. Sign by President or Vice-President and attest by Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer. Affix Seal.

GENERAL INSTRUCTIONS FOR ATTORNEY-IN-FACT CERTIFICATION

**Indicate Surety company, sign by attorney-in-fact, obtain witness signature, and affix Surety company's seal. Attach Power of Attorney, with embossed seal, to this page, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Corporation.

The attorney-in-fact by executing this Performance Bond certifies that he/she is licensed with the company named as Surety for this bond by the Pennsylvania Insurance Department and that to the best of his/her knowledge the said Surety is licensed with the Pennsylvania Insurance Department.

When the Principal is a Limited Liability Company

_____
(Print Name of Limited Liability Company)

Attest:_____ *By: _____
Signature of an Authorized Representative* Signature of an Authorized Representative*

CORPORATE SURETY

_____
**Name of Corporate Surety

Witness or Attest:

_____ **By:_____
(CORPORATE SEAL)** Title

GENERAL INSTRUCTIONS FOR PRINCIPAL

*Please sign where indicated. Sign and attest by Manager, Member or other Authorized Representative. The individual attesting verifies and represents that the person whose signature is affixed to this Bond on behalf of the Limited Liability Company (LLC) is duly authorized in accordance with the representations hereafter set forth.

Check the box which applies to this Bond:

___ The Certificate of Organization provides that LLC is to be managed by managers, and this Bond has been executed by a Manager fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bond or can be provided upon request within three (3) working days.

___ The Certificate of Organization does not provide that LLC is to be managed by managers, and this Bond has been executed by a Member fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bond or can be provided upon request within three (3) working days.

___ This Bond has been executed by a representative of the LLC who is not a manager or a member of the LLC, and instead who holds the office of _____ (insert title), and the execution of this Bond is fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bond or can be provided upon request within three (3) working days.

The individuals signing and attesting to the execution of this document further represent that (1) execution of the Bond is carrying on business in the usual way; (2) the LLC authorizes the execution of this Bond even if execution and submission of this Bond is not carrying on business in the usual way for the LLC; and (3) to the best of the individuals' information and belief, the Owner has no knowledge of the Member's or the Manager's lack of actual authority, or of any applicable and relevant restriction on his or her authority.

GENERAL INSTRUCTIONS FOR ATTORNEY-IN-FACT CERTIFICATION

Indicate Surety company, sign by attorney-in-fact, obtain witness signature, and affix Surety company's seal. Attach Power of Attorney, with embossed seal, to this page, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Limited Liability Company.

The attorney-in-fact by executing this Performance Bond certifies that he/she is licensed with the company named as Surety for this bond by the Pennsylvania Insurance Department and that to the best of his/her knowledge the said Surety is licensed with the Pennsylvania Insurance Department.

CONTRACTOR LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ _____
(Contractor Name and Address)

_____ as Principal, hereinafter called "Principal," and

_____
(Legal Title of Surety)

as Surety, hereinafter called "Surety," are held and firmly bound unto the City of Scranton, Commonwealth of Pennsylvania, its successor(s), grantee(s) or assignee(s), as the owner Obligee ("the Obligee"), for use and benefit of Claimants as herein below defined, in the amount of one hundred percent (100%) of the Contract Sum of _____Dollars ($_____), for the payment whereof Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Obligee to pay for performance of the Contract, and firmly by these presents.

WITNESSETH THAT:

WHEREAS, Principal has, by written agreement dated _____ entered into a Contract with Obligee for the construction of renovations to fire station facilities for the Obligee, located in _____, _____ County, Pennsylvania, in accordance with drawings and specifications prepared by Highland Associates, Ltd. Architecture Engineering Interior Design, located in _____, _____, which Contract is by reference made a part hereof, and is hereinafter referred to as "the Contract;"

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, and known as and cited as the "Public Works Contractors' Bond Law of 1967" (the "Act");

WHEREAS, the Act, in Section 3.1(a), requires that, before an award shall be made to the Principal by the Obligee, the Principal shall furnish this Bond to the Obligee, with this Bond to become binding upon the award of a Contract to the Principal by the Obligee in accordance with the Contract; and

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal and any subcontractor of the Principal to whom any portion of the work under the Contract shall be subcontracted, and if all assignees of the Principal and of any such subcontractor, shall promptly make payment to all Claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, including any amendment, extension or addition to the Contract, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect.

This Bond, as provided by the Act, shall be solely for the protection of Claimants supplying labor or materials to the Principal or to any subcontractors of the Principal of the first, second, or third tiers providing labor, and to any subcontractors of the first and second tier only for materials, in the prosecution of the work covered by the Contract, including any amendments, extensions or additions to the Contract, and is conditioned for the prompt payment of all such materials furnished and labor supplied or performed in the prosecution of the work. Claimant for itself, its Surety, its Subcontractors, and all successors and assigns, waives all rights of action against the Obligee and its consultants related to payment on the Contract.

The term "Claimant," when used herein and as required by the Act, shall include entities furnishing materials and labor for the project, and 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. As required by the Act, the provisions of this 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.

As required and provided 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, including any amendments, extensions or additions to the Contract, and who has not been paid therefor, in full, before the expiration of ninety (90) days after the day on which 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 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, but has no contractual relationship, express or implied, with such Principal may bring an action on the 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, provided however that in the event of the bankruptcy of the Principal, this requirement of notice shall be excused and notice may be given instead directly to the Surety;

(b) no action upon this 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;

(c) every action upon this Bond shall be instituted either in the Court of Common Pleas for the county where the project under the Contract is to be performed, or in the United State

District Court for the district in which the project, or any part thereof, is situated, and not elsewhere; and

(d) the Obligee shall not be liable for the payment of any interest, costs, expenses or attorneys' fees of any such suit.

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

The Principal and Surety agree that any alterations, changes and/or additions to the Contract, and/or any alterations, changes and/or additions to the work to be performed under the Contract, and/or any giving by the Obligee of any extensions of time for the performance of the project work in accordance with the Contract, and or any other act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract, shall not release, 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 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.

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

[Select the applicable signature pages from among those that follow]

03/15/17

PRINCIPAL:

When the Principal is an Individual Proprietor:

WITNESS:

_____ *By:_____(SEAL)
*Signature of Witness Signature of Proprietor

_____
Print name of Proprietor

CORPORATE SURETY

_____
**Name of Corporate Surety

Witness or Attest:

_____ **By:_____
(CORPORATE SEAL)** Title

GENERAL INSTRUCTIONS FOR PRINCIPAL

*Sign by proprietor and witness.

GENERAL INSTRUCTIONS FOR ATTORNEY-IN-FACT CERTIFICATION

**Indicate Surety company, sign by attorney-in-fact, obtain witness signature, and affix Surety company's seal. Attach Power of Attorney, with embossed seal, to this page, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Corporation.

The attorney-in-fact by executing this Performance Bond certifies that he/she is licensed with the company named as Surety for this bond by the Pennsylvania Insurance Department and that to the best of his/her knowledge the said Surety is licensed with the Pennsylvania Insurance Department.

03/15/17

When the Principal is a Partnership:

_____
Print Name of Partnership

WITNESS:

_____ *By:_____(SEAL)
Signature of General Partner

CORPORATE SURETY

_____
**Name of Corporate Surety

Witness or Attest:

_____ **By:_____
(CORPORATE SEAL)** Title

GENERAL INSTRUCTIONS FOR PRINCIPAL

*Please sign where indicated. Sign by a General Partner and witness signature.

GENERAL INSTRUCTIONS FOR ATTORNEY-IN-FACT CERTIFICATION

**Indicate Surety company, sign by attorney-in-fact, obtain witness signature, and affix Surety company's seal. Attach Power of Attorney, with embossed seal, to this page, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Corporation.

The attorney-in-fact by executing this Performance Bond certifies that he/she is licensed with the company named as Surety for this bond by the Pennsylvania Insurance Department and that to the best of his/her knowledge the said Surety is licensed with the Pennsylvania Insurance Department.

When the Principal is a Corporation:

_____
Print Name of Corporation

ATTEST:

*By:_____

Secretary/Assistant Secretary/
Treasurer/Assistant Treasurer
or other Authorized Representative

President/Vice President or other
Authorized Representative*

_____
Print Name of Corporate Representative

(CORPORATE SEAL)

CORPORATE SURETY

_____
**Name of Corporate Surety

Witness or Attest:

_____
(CORPORATE SEAL)**

**By:_____
Title

GENERAL INSTRUCTIONS FOR PRINCIPAL

*Please sign where indicated. Sign by President or Vice-President and attest by Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer. Affix Seal.

GENERAL INSTRUCTIONS FOR ATTORNEY-IN-FACT CERTIFICATION

**Indicate Surety company, sign by attorney-in-fact, obtain witness signature, and affix Surety company's seal. Attach Power of Attorney, with embossed seal, to this page, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Corporation.

The attorney-in-fact by executing this Performance Bond certifies that he/she is licensed with the company named as Surety for this bond by the Pennsylvania Insurance Department and that to the best of his/her knowledge the said Surety is licensed with the Pennsylvania Insurance Department.

When the Principal is a Limited Liability Company

_____
(Print Name of Limited Liability Company)

Attest:_____ *By: _____
Signature of an Authorized Representative* Signature of an Authorized Representative*

CORPORATE SURETY _____
**Name of Corporate Surety

Witness or Attest:

_____ **By:_____
(CORPORATE SEAL)** Title

GENERAL INSTRUCTIONS FOR PRINCIPAL

*Please sign where indicated. Sign and attest by Manager, Member or other Authorized Representative. The individual attesting verifies and represents that the person whose signature is affixed to this Bond on behalf of the Limited Liability Company (LLC) is duly authorized in accordance with the representations hereafter set forth.

Cbeck the box which applies to this Bond:

___ The Certificate of Organization provides that LLC is to be managed by managers, and this Bond has been executed by a Manager fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bond or can be provided upon request within three (3) working days.

___ The Certificate of Organization does not provide that LLC is to be managed by managers, and this Bond has been executed by a Member fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bond or can be provided upon request within three (3) working days.

___ This Bond has been executed by a representative of the LLC who is not a manager or a member of the LLC, and instead who holds the office of _____ (insert title), and the execution of this Bond is fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bond or can be provided upon request within three (3) working days.

The individuals signing and attesting to the execution of this document further represent that (1) execution of the Bond is carrying on business in the usual way; (2) the LLC authorizes the execution of this Bond even if execution and submission of this Bond is not carrying on business in the usual way for the LLC; and (3) to the best of the individuals' information and belief, the Owner has no knowledge of the Member's or the Manager's lack of actual authority, or of any applicable and relevant restriction on his or her authority.

GENERAL INSTRUCTIONS FOR ATTORNEY-IN-FACT CERTIFICATION

Indicate Surety company, sign by attorney-in-fact, obtain witness signature, and affix Surety company's seal. Attach Power of Attorney, with embossed seal, to this page, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Limited Liability Company.

The attorney-in-fact by executing this Performance Bond certifies that he/she is licensed with the company named as Surety for this bond by the Pennsylvania Insurance Department and that to the best of his/her knowledge the said Surety is licensed with the Pennsylvania Insurance Department.

QUALIFICATIONS STATEMENT

Name and address of Contractor-Bidder: _____

_____

_____

Submitted To: SCRANTON CITY

Regarding: FIRE DEPARTMENT FACILITY IMPROVEMENTS PROJECT

1. Companies bidding on this Project must submit as set forth in the Instructions to Bidders this Statement of Bidder's Qualification to Scranton City, hereinafter referred to as the "Owner."

2. Only Companies which are determined to be responsible contractors under applicable laws and the Contract Documents will be designated as qualified bidders at the time awards are made on the prime contracts offered on the Project.

3. The Instructions to Bidders and other Bidding Documents govern the Owner's consideration of this completed Statement of Bidder's Qualification.

4. All Bidders must complete this form and submit it with the Bid by answering all questions, and supplying the requested documents, using the spaces indicated (with additional pages if necessary) and attaching documents as required.

I. Capability

1. State your Company's name and the address of your Company's principal place of business (main office or headquarters).

_____

_____

_____

_____

2. State the categories of work for which your Company desires to be considered on the above Project.

_____

_____

3. State your Company's form of organization (sole proprietorship, partnership, corporation, limited liability company, etc.).

_____

_____

4. If your Company is a corporation, state:

   a. Date of incorporation;

   b. Place of incorporation;

   c. Names and titles of all officers.

_____

_____

_____

_____

Use additional pages if necessary.

   d. Provide the names of all your Company's subsidiaries, or parent organizations, and all affiliated organizations, giving the relationship of each to your Company.

_____

_____

_____

Use additional pages if necessary.

5. If your Company is a limited liability company, state:

   a. Date of filing of the certificate of organization;

   b. State where filed;

   c. Names and titles of all officers, members and managers;

_____

_____

_____

_____

Use additional pages if necessary.

   d. Provide the names of all your Company's subsidiaries, or parent organizations, and all affiliated organizations, giving the relationship of each to your Company.

_____

_____

_____

_____

_____

_____

Use additional pages if necessary.

6. If your Company is a partnership (including a joint venture), state:

   a. Date of formation;

   b. Under which state's laws the partnership was formed;

   c. Whether partnership is general or limited;

   d. Names and home addresses of all partners (indicate any limited partners).

_____

_____

_____

Use additional pages if necessary.

e. Names of all organizations controlled by your Company or any of its partners.

Use additional pages if necessary.

7. If your Company is a sole proprietorship, or some form of organization other than a corporation, an LLC, or partnership, attach the operating agreement or other documentation governing the activities of the organization, and state:

a. The type of organization and the date established;

b. Names and home addresses of each of the principals.

Use additional pages if necessary.

c. Names of all organizations controlled by your Company or any of its principals.

Use additional pages if necessary.

8. Regarding ownership and control

a. List all organizations and individuals who have a financial interest greater than 5% in your Company.

_____

_____

_____

_____

Use additional pages if necessary.

b. Identify any other organization or individual who controls or substantially influences the bidding or operation of your Company.

_____

_____

Use additional pages if necessary.

9. Provide the numbers, categories and locations of all employees and officers.

_____

_____

_____

_____

Use additional pages if necessary.

10. Is your Company currently registered to do business in Pennsylvania?

_____

If not, do you have a pending application for registration?

_____

11. Does your Company hold all necessary licenses to perform the work for which you desire to be considered for this Project? If so, identify those licenses.

_____

_____

If not, identify all pending applications for those licenses:

_____

12. Identify all your Company's offices located in Dauphin, Cumberland, Perry and Lebanon Counties.

_____

_____

13. Identify all your Company's offices located elsewhere in the Commonwealth of Pennsylvania.

_____

_____

_____

_____

Use additional pages if necessary.

14. How many years has your Company been in business as a Contractor or Subcontractor under your present business name?

_____

15. List the years of experience your Company has in the construction of the type required for your contract:

a. as a prime contractor; and

_____

b. as a subcontractor.

_____

16. State:

a. The percentage of work normally completed using your own employees.

_____

b. The percentage of work your Company intends to complete itself on this Project.

_____

c. The nature of the work your Company will perform itself on this Project and the trades you will employ.

Use additional pages if necessary.

d. The equipment that you own or lease that is available for work on the Project.

Owned Equipment:

Leased Equipment:

Use additional pages if necessary.

e. The nature of the work which your Company would expect to subcontract on this Projeet.

Use additional pages if necessary.

f. The names and addresses of your Company's major suppliers for this Project

Use additional pages if necessary.

g. A list of all collective bargaining agreements to which you are bound.

Use additional pages if necessary.

17. List the three principal officers, administrators, managers and superintendents who will be assigned to the Project -- identification of qualifications, with specific attention to years in present position, years with your Company, years of construction experience, and magnitude and type of work.

Use additional pages if necessary.

18. Identify any work your Company has performed for the Owner for each, identify the location of project, nature of contract (prime, sub, etc.), contract amount, kind of work, and nature of project.

Use additional pages if necessary.

19. List other similar projects that your Company has performed in Pennsylvania (up to a maximum of seven of the most recent projects) -- for each, identify the name and address of owner, location of project, nature of contract (prime, sub, etc.), contract amount, kind of work, and nature of project. **You may refer to projects previously identified.**

Use additional pages if necessary.

20. List all of the other projects that involve the **same type of construction** that your company has completed, up to a maximum of seven of the most recent projects -- and for each, identify the name and address of owner, location of project, nature of contract (prime, sub, etc.), contract amount, kind of work, and nature of project. **You may refer to projects previously identified.**

Use additional pages if necessary.

21. List any projects awarded but which your Company failed to complete or on which your Company was declared to be in default -- identify dates, name and address of owner, name and location of project and kind of work, and the reasons the project was not completed.

Use additional pages if necessary.

22. List any projects for which your Company received change orders, settlements or awards exceeding 10% of the original value of the contract in the last five (5) years.

_____

_____

II. Financial Integrity

1. Upon Owner's request, your company shall provide a complete copy of its most recent financial statement, with an explanation of whether it is a certified statement or a compilation, and including but not limited to the following items:

   a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, materials and prepaid expenses), net fixed assets and other assets;

   b. Current liabilities (accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owners, accrued salaries, accrued payroll taxes), other liabilities, and capital (capital stock, authorized and outstanding shares, par values, earned surplus);

   c. Date of preparation, name and address of preparer;

   d. Identification and relationship to your Company of the organization whose financial statement is provided, if such organization is not the identical organization provided on page 1; and

   e. A statement as to whether the organization whose statement is provided will serve as your Company's guarantor under any contract for construction under this Project.

   Financial information identified as such and enclosed in a separate sealed envelope will be treated as confidential.

   If your company is an LLC with a corporate parent, or other subsidiary, and if your company intends to rely on the financial resources of the parent or other subsidiary, the Company must submit financial information for that entity as well at the same time.

   The Company agrees to provide the financial statement: ___ Yes ___ No.

   A negative response shall be conclusively treated as nonresponsive and shall disqualify the Bidder.

2. Provide your Company's net working capital (current assets over current liabilities) and date of determination.

   _____

   _____

   Use additional pages if necessary.

3. Provide identification of all existing credit lines, with the name, address, and telephone number of the credit source, the total amounts of the lines, amounts drawn down, and amounts remaining.

   _____

   _____

   _____

   _____

   Use additional pages if necessary.

4. List the names of your Company's secured creditors, and the property subject to their security interests.

Use additional pages if necessary.

5. List the names and addresses of your Company's three largest unsecured creditors.

6. Provide the name, address, and telephone number of your Company's surety for the payment and performance bonds, total bonding capacity, and available bonding capacity.

Use additional pages if necessary.

7. Has your Company, within the last three (3) years, been in a reorganization under Chapter 11 of the United States Bankruptcy Code, or in any other manner seeking an arrangement or debt adjustment with its creditors? If so, explain.

Use additional pages if necessary.

8. Identify any parent, subsidiary, or other company affiliated with your Company which has declared bankruptcy, or been placed into bankruptcy, in the last ten (10) years.

Use additional pages if necessary.

9. Have any of your officers or principal operating personnel been employed or associated with a company that has been in bankruptcy or ceased to operate at any time in the last ten (10) years? If so, state the person's name, title, and the name of the company involved.

_____

_____

_____

_____

_____

Use additional pages if necessary.

10. List the name of the Project, the Owner, the Architect or Engineer, the total contract value, the date of completion, and the percentage of work completed with your own forces of the major construction projects which your Company **currently** has under construction, under contract and awarded. **You may refer to projects previously identified.**

_____

_____

_____

_____

_____

Use additional pages if necessary.

11. List the name of the Project, the Owner, the Architect, the Engineer, the total contract value, the date of completion, and the percentage of work completed with your own forces of the major construction projects which your Company has **completed** in the last two (2) years. **You may refer to projects previously identified.**

_____

_____

_____

_____

_____

_____

_____

12. List all unpaid obligations to local, state, or federal taxing authorities, including but not limited to income, withholding and unemployment taxes.

_____

_____

_____

Use additional pages if necessary.

13. Identify all cancellations, terminations or rescissions of contracts of insurance or suretyship involving your Company within the last five (5) years.

_____

_____

Use additional pages if necessary.

_____
(Name of Bidder)

By: _____

_____
Title

Date: _____

NON-COLLUSION AFFIDAVIT OF BIDDER

STATE / COMMONWEALTH OF _____

COUNTY OF _____

_____, being duly sworn, deposes and says that:

(1) He is_____ of_____,
(owner, partner, officer, representative, or agent) (company)

the Bidder who has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not collusive or sham Bid;

(4) Neither the said Bidder nor any if its officers, partners, owners, agents, representatives, employees or parties of interest, including the affiant, has, in any way, colluded, conspired, connived, or agreed to any of the following:

To work directly or indirectly with any other Bidder, firm or person to submit this Bid.

To collude in any way to submit or to have submitted a sham Bid for the Contract for which this Bid has been submitted.

To collude in any way to prevent another Bidder from bidding for this Contract.

To agree, collude, communicate or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid, or in the Bids of any other Bidder.

To fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder.

To secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the (owner) or any person(s) in the proposed Contract.

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest including this affiant.

_____S/

_____Title

Subscribed and sworn to before me this

_____ day of _____200___.

BY:_____.

TITLE:_____.

Note: This document must be completed, signed, notarized and returned with your bid.

SECTION 004125 – BID FORM, CONTRACT # 103 Electrical

Project Name: City of Scranton Fire Department Facility Improvements

Name of Bidder: _____ Phone: _____

Address: _____

Email: _____ Fax: _____

In compliance with the Instructions to Bidders, the undersigned, hereby proposes to furnish all labor, supplies, materials and equipment to construct the Project, within the times specified, as per the Drawings and Specifications and other Contract Documents for the following amount:

_____
(Written Amount)

_____ Dollars ($ _____)
(Figures)

Indicate BASE BID amount in both words and numerals. The amount indicated in numerals shall govern if a discrepancy exists.

ALLOWANCES:

- Reference Specification Section 01 21 00 "Allowances", for values that apply to each Prime Contract, and are included in the above BASE BID amount.

BID SECURITY:

- Attached hereto is a Bid Bond in the amount of ten percent (10%) of the Base Bid.

UNIT PRICES: None

ALTERNATE:

- Indicate in the spaces provided below the amount to be added to the BASE BID if the Owner accepts an alternate as described in Division 01 Specification Section 012300 "Alternates".
- Include in the amount of the Alternates, all labor, materials, overhead and profit, modification of Work specified in Contract Documents, and additional work required by all trades that may be required for the ALTERNATE. Refer to Division 00 Specification Section "INSTRUCTIONS TO BIDDERS" and Division 01 Specification Section "Alternates".

OPTION ALTERNATES:

- Alternates are hereby designated as Option Alternates in accordance with the Instructions to Bidders by the addition of "O/A" following the Alternate number.

Engine #7 Alternate #007 Replace existing generator

Engine #8 Alternate #006 Replace existing generator

Rescue #1 Alternate #006 Provide a mechanical ductless system (2)

ADD to the BASE BID, the sum of:

Engine #7 Alt. 007

_____ Dollars ($ _____)
(Written Amount) (Figures)

Engine #8 Alt. 006

_____ Dollars ($ _____)

Rescue #1 Alt. 006

_____ Dollars ($ _____)

PREPARATION OF BID:

- All blanks on the bid form shall be legibly executed in a non-erasable medium.
- Reference the Instructions to Bidders for additional requirements.

POST-BID SUBMITTALS:

- The three (3) apparent low bidders for each prime contract shall provide the following information within 72 hours of receipt of bids upon request:
  - Comparable Product / Equivalent Request Form
  - Proposed Subcontractors Form

SECTION 004125 – BID FORM, CONTRACT # 103 Electrical

ADDENDA:

- The receipt of the following Addenda to the Contract Documents is acknowledged:

Addendum No._____, dated_____

Addendum No._____, dated_____

ACCEPTANCE AND EXECUTION OF CONTRACT:

- The undersigned affirms and agrees that this Proposal is a firm one which remains in effect and will be irrevocable for the period of time permitted by the Instructions to Bidders and applicable law. When written notice of acceptance of the Proposal is mailed or delivered to the undersigned within the time period, or anytime thereafter should the Proposal not be withdrawn, the undersigned agrees to execute the Agreement with the Owner and provide the required post-award submittals.

BID PROPOSAL FORM / SIGNATURE PAGE

For Individual Bidder

_____
Name of Bidder (Printed)

_____ _____
Witness (Signature of Individual)

Trading and doing business as*
Business Address

Tax Identification Number

*If fictitious or trade name is employed in conduct of business, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the individual proprietorship under Pennsylvania Law.

BID PROPOSAL FORM / SIGNATURE PAGE

For Partnership Bidder

*
(Name of Partnership)

_____
Name of General Partner (Printed)

By: _____
General Partner

_____
Witness

Business Address

Tax Identification Number

The partners constituting the partnership herein named are:

Partner	Address
Partner	Address
Partner	Address
Partner	Address

[Add additional lines for the names and addresses of additional Partners, if there are more than four Partners in the Partnership, by attaching an additional page or pages to this Bid.]

*If fictitious or trade name is employed by the partnership in conduct of its business, insert name here:

_____

Next, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the partnership under Pennsylvania Law.

BID PROPOSAL FORM / SIGNATURE PAGE

For Corporate Bidder

[Name of Contractor]

_____
(Print Name of Corporation)

Attest: _____

Signature of Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or other authorized representative**

_____
(Print name of representative)

By: _____

Signature of President, Vice President or other authorized representative*

_____
(Print name of representative)

Tax Identification Number _____

* If a representative other than the President or a Vice President of the Corporation signs this Bid on its behalf, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to execute this Bid on behalf of the Corporation.

** If a representative other than the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer attests to the signature of the corporate representative, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to attest to the execution of this Bid on behalf of the Corporation.

(1) Complete the following statement:

The Corporation has been organized and is existing under laws of the State/Commonwealth of _____

(2) If Corporation has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

(3) If Corporation has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

BID PROPOSAL FORM / SIGNATURE PAGE

For Limited Liability Company (LLC) Bidder

_____
(Print Name of Limited Liability Company)

Attest:_____ By: _____
Signature of an authorized representative* Signature of an authorized representative**

Tax Identification Number _____

* The individual attesting verifies and represents that the person whose signature is affixed to this Bid on behalf of the Limited Liability Company (LLC) is duly authorized in accordance with the representations hereafter set forth.
** Check the box which applies to this Bid:
___The Certificate of Organization provides that LLC is to be managed by managers, and this Bid has been executed by a Manager fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.
___The Certificate of Organization does not provide that LLC is to be managed by managers, and this Bid has been executed by a Member fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.
___This Bid has been executed by a representative of the LLC who is not a Manager or a Member of the LLC, and instead who holds the office of _____ (insert title), and the execution of this Bid is fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.
The Bidder and the individuals signing and attesting to the execution of this document further represent that (1) execution of the Bid is carrying on business in the usual way; (2) the LLC authorizes the execution of this Bid even if execution and submission of this Bid is not carrying on business in the usual way for the LLC; and (3) to the best of the individuals' information and belief, the Owner has no knowledge of the Member's or the Manager's lack of actual authority, or of any applicable and relevant restriction on his or her authority.

Complete the following statement: The LLC has been organized and is existing under laws of the State/Commonwealth of _____.

If the LLC has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement: The LLC (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

If the LLC has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as

appropriate, the following statement: The LLC (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

SECTION 004122 – BID FORM, CONTRACT # 100 General Trades

Project Name: City of Scranton Fire Department Facility Improvements

Name of Bidder: _____ Phone: _____

Address: _____

Email: _____ Fax: _____

In compliance with the Instructions to Bidders, the undersigned, hereby proposes to furnish all labor, supplies, materials and equipment to construct the Project, within the times specified, as per the Drawings and Specifications and other Contract Documents for the following amount:

_____
(Written Amount)

_____ Dollars ($ _____)
(Figures)

Indicate BASE BID amount in both words and numerals. The amount indicated in numerals shall govern if a discrepancy exists.

ALLOWANCES:

- Reference Specification Section 01 21 00 "Allowances", for values that apply to each Prime Contract, and are included in the above BASE BID amount.

BID SECURITY:

- Attached hereto is a Bid Bond in the amount of ten percent (10%) of the Base Bid.

UNIT PRICES: None

ALTERNATE:

- Indicate in the spaces provided below the amount to be added to the BASE BID if the Owner accepts an alternate as described in Division 01 Specification Section 012300 "Alternates".
- Include in the amount of the Alternates, all labor, materials, overhead and profit, modification of Work specified in Contract Documents, and additional work required by all trades that may be required for the ALTERNATE. Refer to Division 00 Specification Section "INSTRUCTIONS TO BIDDERS" and Division 01 Specification Section "Alternates".

OPTION ALTERNATES:

- Alternates are hereby designated as Option Alternates in accordance with the Instructions to Bidders by the addition of "O/A" following the Alternate number.

Engine #2 Alt. #001 - Remove and replace all floor finishes

Engine #2 Alt. #002 - Remove and replace kitchen cabinetry

Engine #2 Alt. #003 - Remove existing asphalt drive and replace with concrete

Engine #2 Alt. #004 - Paint all existing interior walls (Floor to Ceiling)

Engine #7 Alt. #001 - Remove and replace all floor finishes

Engine #7 Alt. #002 - Remove and replace ceiling tiles

Engine #7 Alt. #003 - Remove existing concrete drive

Engine #7 Alt. #004 - Remove and replace kitchen cabinetry

Engine #7 Alt. #005 - Paint all existing interior walls (Floor to Ceiling)

Engine #7 Alt. #006 - Provide new asphalt pave

Engine #8 Alt. #001 - Remove and replace all floor finishes

Engine #8 Alt. #002 - Remove and replace ceiling tiles

Engine #8 Alt. #003 - Remove existing concrete drive

Engine #8 Alt. #004 - Remove and replace kitchen cabinetry

Engine #8 Alt. #005 - Paint all existing interior walls (Floor to Ceiling)

Engine #10 Alt. #001 - Remove and replace asphalt pave

Engine #10 Alt. #002 - Repair / Seal existing asphalt pave
Engine #10 Alt. #003 - Sand / Prep / Paint existing columns
Engine #10 Alt. #004 - Remove and replace window panels
Engine #10 Alt. #005 - Remove and replace windows
Engine #10 Alt. #006 - Remove and replace all floor finishes
Engine #10 Alt. #007 - Remove and replace ceiling tiles
Engine #10 Alt. #008 - Remove and replace kitchen cabinetry
Engine #10 Alt. #009 - Paint all existing interior walls (Floor to Ceiling)
Engine #10 Alt. #010 - Sand blast / repaint roof deck
Engine #10 Alt. #011 - Remove existing asphalt drive and replace with concrete

Headquarters Alt. #001 - Remove and replace all floor finishes
Headquarters Alt. #002 - Remove and replace ceiling tiles
Headquarters Alt. #003 - Remove and replace kitchen cabinetry
Headquarters Alt. #004 - Paint all existing interior walls (Floor to Ceiling)

Rescue #1 Alt. #001 - Remove and replace concrete drive
Rescue #1 Alt. #002 - Remove and replace all floor finishes
Rescue #1 Alt. #003 - Remove and replace ceiling tiles
Rescue #1 Alt. #004 - Remove and replace kitchen cabinetry
Rescue #1 Alt. #005 - Paint all existing interior walls (Floor to Ceiling)
Rescue #1 Alt. #007 - Remove and replace asphalt pave

Truck #4 Alt. #001 - Remove existing asphalt drive and replace with concrete
Truck #4 Alt. #002 - Remove and replace asphalt pave
Truck #4 Alt. #003 - Remove and replace all floor finishes
Truck #4 Alt. #004 - Remove and replace ceiling tiles
Truck #4 Alt. #005 - Provide new epoxy floor paint
Truck #4 Alt. #006 - Paint all existing interior walls (Floor to Ceiling)

ADD to the BASE BID, the sum of:

Engine #2 Alt. #001

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #2 Alt. 002

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #2 Alt. #003

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #2 Alt. #004

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #7 Alt. #001

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #7 Alt. #002

_____ Dollars ($_____)
(Written Amount) (Figures)

SECTION 004122 – BID FORM, CONTRACT # 100 General Trades

Engine #7 Alt. #003

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #7 Alt. #004

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #7 Alt. #005

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #7 Alt. #006

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #8 Alt. #001

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #8 Alt. #002

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #8 Alt. #003

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #8 Alt. #004

_____ Dollars ($ _____)
(Written Amount) (Figures)

Engine #8 Alt. #005

_____ Dollars ($ _____)
(Written Amount) (Figures)

Engine #10 Alt. #001

_____ Dollars ($ _____)
(Written Amount) (Figures)

Engine #10 Alt. #002

_____ Dollars ($ _____)
(Written Amount) (Figures)

Engine #10 Alt. #003

_____ Dollars ($ _____)
(Written Amount) (Figures)

Engine #10 Alt. #004

_____ Dollars ($ _____)
(Written Amount) (Figures)

Engine #10 Alt. #005

_____ Dollars ($ _____)
(Written Amount) (Figures)

SECTION 004122 – BID FORM, CONTRACT # 100 General Trades

Engine #10 Alt. #006

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #10 Alt. #007

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #10 Alt. #008

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #10 Alt. #009

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #10 Alt. #010

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #10 Alt. #011

_____ Dollars ($_____)
(Written Amount) (Figures)

Headquarters Alt. #001

_____ Dollars ($_____)
(Written Amount) (Figures)

Headquarters Alt. #002

_____ Dollars ($ _____)
(Written Amount) (Figures)

Headquarters Alt. #003

_____ Dollars ($ _____)
(Written Amount) (Figures)

Headquarters Alt. #004

_____ Dollars ($ _____)
(Written Amount) (Figures)

Rescue #1 Alt. #001

_____ Dollars ($ _____)
(Written Amount) (Figures)

Rescue #1 Alt. #002

_____ Dollars ($ _____)
(Written Amount) (Figures)

Rescue #1 Alt. #003

_____ Dollars ($ _____)
(Written Amount) (Figures)

SECTION 004122 – BID FORM, CONTRACT # 100 General Trades

Rescue #1 Alt. #004

_____ Dollars ($_____)
(Written Amount) (Figures)

Rescue #1 Alt. #005

_____ Dollars ($_____)

Rescue #1 Alt. #007

_____ Dollars ($_____)

Truck #4 Alt. #001

_____ Dollars ($_____)
(Written Amount) (Figures)

Truck #4 Alt. #002

_____ Dollars ($_____)
(Written Amount) (Figures)

Truck #4 Alt. #003

_____ Dollars ($_____)
(Written Amount) (Figures)

Truck #4 Alt. #004

_____ Dollars ($_____)
(Written Amount) (Figures)

Truck #4 Alt. #005

_____ Dollars ($ _____)
(Written Amount) (Figures)

Truck #4 Alt. #006

_____ Dollars ($ _____)
(Written Amount) (Figures)

PREPARATION OF BID:

- All blanks on the bid form shall be legibly executed in a non-erasable medium.
- Reference the Instructions to Bidders for additional requirements.

POST-BID SUBMITTALS:

- The three (3) apparent low bidders for each prime contract shall provide the following information within 72 hours of receipt of bids upon request:
  - Comparable Product / Equivalent Request Form
  - Proposed Subcontractors Form

SECTION 004122 – BID FORM, CONTRACT # 100 General Trades

ADDENDA:

- The receipt of the following Addenda to the Contract Documents is acknowledged:

Addendum No._____, dated_____

Addendum No._____, dated_____

ACCEPTANCE AND EXECUTION OF CONTRACT:

- The undersigned affirms and agrees that this Proposal is a firm one which remains in effect and will be irrevocable for the period of time permitted by the Instructions to Bidders and applicable law. When written notice of acceptance of the Proposal is mailed or delivered to the undersigned within the time period, or anytime thereafter should the Proposal not be withdrawn, the undersigned agrees to execute the Agreement with the Owner and provide the required post-award submittals.

BID PROPOSAL FORM / SIGNATURE PAGE

For Individual Bidder

_____
Name of Bidder (Printed)

_____ _____
Witness (Signature of Individual)

Trading and doing business as*
Business Address

Tax Identification Number

*If fictitious or trade name is employed in conduct of business, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the individual proprietorship under Pennsylvania Law.

BID PROPOSAL FORM / SIGNATURE PAGE

For Partnership Bidder

*
(Name of Partnership)

_____
Name of General Partner (Printed)

By: _____
General Partner

_____
Witness

Business Address

Tax Identification Number

The partners constituting the partnership herein named are:

Partner	Address
Partner	Address
Partner	Address
Partner	Address

[Add additional lines for the names and addresses of additional Partners, if there are more than four Partners in the Partnership, by attaching an additional page or pages to this Bid.]

*If fictitious or trade name is employed by the partnership in conduct of its business, insert name here:

_____

Next, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the partnership under Pennsylvania Law.

BID PROPOSAL FORM / SIGNATURE PAGE

For Corporate Bidder

[Name of Contractor]

_____
(Print Name of Corporation)

Attest: _____ By: _____

Signature of Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or other authorized representative**

Signature of President, Vice President or other authorized representative*

_____
(Print name of representative)

_____
(Print name of representative)

Tax Identification Number _____

* If a representative other than the President or a Vice President of the Corporation signs this Bid on its behalf, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to execute this Bid on behalf of the Corporation.

** If a representative other than the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer attests to the signature of the corporate representative, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to attest to the execution of this Bid on behalf of the Corporation.

(1) Complete the following statement:

The Corporation has been organized and is existing under laws of the State/Commonwealth of _____

(2) If Corporation has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

(3) If Corporation has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

BID PROPOSAL FORM / SIGNATURE PAGE

For Limited Liability Company (LLC) Bidder

_____
(Print Name of Limited Liability Company)

Attest:_____
Signature of an authorized representative*

By: _____
Signature of an authorized representative**

Tax Identification Number _____

* The individual attesting verifies and represents that the person whose signature is affixed to this Bid on behalf of the Limited Liability Company (LLC) is duly authorized in accordance with the representations hereafter set forth.

** Check the box which applies to this Bid:

___The Certificate of Organization provides that LLC is to be managed by managers, and this Bid has been executed by a Manager fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

___The Certificate of Organization does not provide that LLC is to be managed by managers, and this Bid has been executed by a Member fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

___This Bid has been executed by a representative of the LLC who is not a Manager or a Member of the LLC, and instead who holds the office of _____ (insert title), and the execution of this Bid is fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

The Bidder and the individuals signing and attesting to the execution of this document further represent that (1) execution of the Bid is carrying on business in the usual way; (2) the LLC authorizes the execution of this Bid even if execution and submission of this Bid is not carrying on business in the usual way for the LLC; and (3) to the best of the individuals' information and belief, the Owner has no knowledge of the Member's or the Manager's lack of actual authority, or of any applicable and relevant restriction on his or her authority.

Complete the following statement: The LLC has been organized and is existing under laws of the State/Commonwealth of _____.

If the LLC has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement: The LLC (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

If the LLC has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as

appropriate, the following statement: The LLC (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

SECTION 004123 – BID FORM, CONTRACT # 101 Plumbing

Project Name: City of Scranton Fire Department Facility Improvements

Name of Bidder: _____ Phone: _____

Address: _____

Email: _____ Fax: _____

In compliance with the Instructions to Bidders, the undersigned, hereby proposes to furnish all labor, supplies, materials and equipment to construct the Project, within the times specified, as per the Drawings and Specifications and other Contract Documents for the following amount:

_____
(Written Amount)

_____ Dollars ($ _____)
(Figures)

Indicate BASE BID amount in both words and numerals. The amount indicated in numerals shall govern if a discrepancy exists.

ALLOWANCES:

- Reference Specification Section 01 21 00 "Allowances", for values that apply to each Prime Contract, and are included in the above BASE BID amount.

BID SECURITY:

- Attached hereto is a Bid Bond in the amount of ten percent (10%) of the Base Bid.

UNIT PRICES: None

ALTERNATE:

- Indicate in the spaces provided below the amount to be added to the BASE BID if the Owner accepts an alternate as described in Division 01 Specification Section 012300 "Alternates".
- Include in the amount of the Alternates, all labor, materials, overhead and profit, modification of Work specified in Contract Documents, and additional work required by all trades that may be required for the ALTERNATE. Refer to Division 00 Specification Section "INSTRUCTIONS TO BIDDERS" and Division 01 Specification Section "Alternates".

OPTION ALTERNATES:

- Alternates are hereby designated as Option Alternates in accordance with the Instructions to Bidders by the addition of "O/A" following the Alternate number.

Engine #2 Alt. #002 - Furnish and install new sink in Kitchen

Engine #7 Alt. #004 - Furnish and install new sink in Kitchen

Engine #8 Alt. #004 - Furnish and install new sink in Kitchen

Engine #10 Alt. #008 - Furnish and install new sink in Kitchen

Headquarters Alt. #003 - Furnish and install new sink in Kitchen

Rescue #1 Alt. #004 - Furnish and install new sink in Kitchen

ADD to the BASE BID, the sum of:

Engine #2 Alt. #002

_____ Dollars ($ _____)
(Written Amount) (Figures)

Engine #7 Alt. 004

_____ Dollars ($ _____)
(Written Amount) (Figures)

Engine #8 Alt. #004

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #10 Alt. #008

_____ Dollars ($_____)
(Written Amount) (Figures)

Headquarters Alt. #003

_____ Dollars ($_____)
(Written Amount) (Figures)

Rescue #1 Alt. #004

_____ Dollars ($_____)
(Written Amount) (Figures)

PREPARATION OF BID:

- All blanks on the bid form shall be legibly executed in a non-erasable medium.
- Reference the Instructions to Bidders for additional requirements.

POST-BID SUBMITTALS:

- The three (3) apparent low bidders for each prime contract shall provide the following information within 72 hours of receipt of bids upon request:
  - Comparable Product / Equivalent Request Form
  - Proposed Subcontractors Form

SECTION 004123 – BID FORM, CONTRACT # 101 Plumbing

ADDENDA:

- The receipt of the following Addenda to the Contract Documents is acknowledged:

Addendum No._____, dated_____

Addendum No._____, dated_____

ACCEPTANCE AND EXECUTION OF CONTRACT:

- The undersigned affirms and agrees that this Proposal is a firm one which remains in effect and will be irrevocable for the period of time permitted by the Instructions to Bidders and applicable law. When written notice of acceptance of the Proposal is mailed or delivered to the undersigned within the time period, or anytime thereafter should the Proposal not be withdrawn, the undersigned agrees to execute the Agreement with the Owner and provide the required post-award submittals.

BID PROPOSAL FORM / SIGNATURE PAGE

For Individual Bidder

_____
Name of Bidder (Printed)

_____ _____
Witness (Signature of Individual)

Trading and doing business as*
Business Address

Tax Identification Number

*If fictitious or trade name is employed in conduct of business, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the individual proprietorship under Pennsylvania Law.

BID PROPOSAL FORM / SIGNATURE PAGE

For Partnership Bidder

*
(Name of Partnership)

_____
Name of General Partner (Printed)

By: _____
General Partner

_____
Witness

Business Address

Tax Identification Number

The partners constituting the partnership herein named are:

Partner	Address
Partner	Address
Partner	Address
Partner	Address

[Add additional lines for the names and addresses of additional Partners, if there are more than four Partners in the Partnership, by attaching an additional page or pages to this Bid.]

*If fictitious or trade name is employed by the partnership in conduct of its business, insert name here:

_____

Next, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the partnership under Pennsylvania Law.

BID PROPOSAL FORM / SIGNATURE PAGE

For Corporate Bidder

[Name of Contractor]

_____

(Print Name of Corporation)

Attest: _____

Signature of Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or other authorized representative**

_____

(Print name of representative)

By: _____

Signature of President, Vice President or other authorized representative*

_____

(Print name of representative)

Tax Identification Number _____

* If a representative other than the President or a Vice President of the Corporation signs this Bid on its behalf, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to execute this Bid on behalf of the Corporation.

** If a representative other than the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer attests to the signature of the corporate representative, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to attest to the execution of this Bid on behalf of the Corporation.

(1) Complete the following statement:

The Corporation has been organized and is existing under laws of the State/Commonwealth of _____

(2) If Corporation has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

(3) If Corporation has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

BID PROPOSAL FORM / SIGNATURE PAGE

For Limited Liability Company (LLC) Bidder

_____
(Print Name of Limited Liability Company)

Attest:_____
Signature of an authorized representative*

By: _____
Signature of an authorized representative**

Tax Identification Number _____

* The individual attesting verifies and represents that the person whose signature is affixed to this Bid on behalf of the Limited Liability Company (LLC) is duly authorized in accordance with the representations hereafter set forth.

** Check the box which applies to this Bid:

___The Certificate of Organization provides that LLC is to be managed by managers, and this Bid has been executed by a Manager fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

___The Certificate of Organization does not provide that LLC is to be managed by managers, and this Bid has been executed by a Member fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

___This Bid has been executed by a representative of the LLC who is not a Manager or a Member of the LLC, and instead who holds the office of _____ (insert title), and the execution of this Bid is fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

The Bidder and the individuals signing and attesting to the execution of this document further represent that (1) execution of the Bid is carrying on business in the usual way; (2) the LLC authorizes the execution of this Bid even if execution and submission of this Bid is not carrying on business in the usual way for the LLC; and (3) to the best of the individuals' information and belief, the Owner has no knowledge of the Member's or the Manager's lack of actual authority, or of any applicable and relevant restriction on his or her authority.

Complete the following statement: The LLC has been organized and is existing under laws of the State/Commonwealth of _____.

If the LLC has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement: The LLC (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

If the LLC has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as

appropriate, the following statement: The LLC (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

SECTION 004124 – BID FORM, CONTRACT # 102 HVAC

Project Name: City of Scranton Fire Department Facility Improvements

Name of Bidder: _____ Phone: _____

Address: _____

Email: _____ Fax: _____

In compliance with the Instructions to Bidders, the undersigned, hereby proposes to furnish all labor, supplies, materials and equipment to construct the Project, within the times specified, as per the Drawings and Specifications and other Contract Documents for the following amount:

_____
(Written Amount)

_____ Dollars ($ _____)
(Figures)

Indicate BASE BID amount in both words and numerals. The amount indicated in numerals shall govern if a discrepancy exists.

ALLOWANCES:

- Reference Specification Section 01 21 00 "Allowances", for values that apply to each Prime Contract, and are included in the above BASE BID amount.

BID SECURITY:

- Attached hereto is a Bid Bond in the amount of ten percent (10%) of the Base Bid.

UNIT PRICES: None

ALTERNATE:

- Indicate in the spaces provided below the amount to be added to the BASE BID if the Owner accepts an alternate as described in Division 01 Specification Section 012300 "Alternates".
- Include in the amount of the Alternates, all labor, materials, overhead and profit, modification of Work specified in Contract Documents, and additional work required by all trades that may be required for the ALTERNATE. Refer to Division 00 Specification Section "INSTRUCTIONS TO BIDDERS" and Division 01 Specification Section "Alternates".

OPTION ALTERNATES:

- Alternates are hereby designated as Option Alternates in accordance with the Instructions to Bidders by the addition of "O/A" following the Alternate number.

Rescue #1 Alternate #006 Provide a mechanical ductless system (2)

ADD to the BASE BID, the sum of:

Rescue #1 Alt. 006

_____ Dollars ($ _____)
(Written Amount) (Figures)

PREPARATION OF BID:

- All blanks on the bid form shall be legibly executed in a non-erasable medium.
- Reference the Instructions to Bidders for additional requirements.

POST-BID SUBMITTALS:

- The three (3) apparent low bidders for each prime contract shall provide the following information within 72 hours of receipt of bids upon request:
  - Comparable Product / Equivalent Request Form
  - Proposed Subcontractors Form

SECTION 004124 – BID FORM, CONTRACT # 102 HVAC

ADDENDA:

- The receipt of the following Addenda to the Contract Documents is acknowledged:

Addendum No._____, dated_____

Addendum No._____, dated_____

ACCEPTANCE AND EXECUTION OF CONTRACT:

- The undersigned affirms and agrees that this Proposal is a firm one which remains in effect and will be irrevocable for the period of time permitted by the Instructions to Bidders and applicable law. When written notice of acceptance of the Proposal is mailed or delivered to the undersigned within the time period, or anytime thereafter should the Proposal not be withdrawn, the undersigned agrees to execute the Agreement with the Owner and provide the required post-award submittals.

BID PROPOSAL FORM / SIGNATURE PAGE

For Individual Bidder

_____
Name of Bidder (Printed)

_____ _____
Witness (Signature of Individual)

Trading and doing business as*
Business Address

Tax Identification Number

*If fictitious or trade name is employed in conduct of business, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the individual proprietorship under Pennsylvania Law.

BID PROPOSAL FORM / SIGNATURE PAGE

For Partnership Bidder

*
(Name of Partnership)

_____
Name of General Partner (Printed)

By: _____
General Partner

_____
Witness

Business Address

Tax Identification Number

The partners constituting the partnership herein named are:

Partner	Address
Partner	Address
Partner	Address
Partner	Address

[Add additional lines for the names and addresses of additional Partners, if there are more than four Partners in the Partnership, by attaching an additional page or pages to this Bid.]

*If fictitious or trade name is employed by the partnership in conduct of its business, insert name here:

_____

Next, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the partnership under Pennsylvania Law.

BID PROPOSAL FORM / SIGNATURE PAGE

For Corporate Bidder

[Name of Contractor]

_____
(Print Name of Corporation)

Attest: _____ By: _____

Signature of Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or other authorized representative**

Signature of President, Vice President or other authorized representative*

_____
(Print name of representative)

_____
(Print name of representative)

Tax Identification Number _____

* If a representative other than the President or a Vice President of the Corporation signs this Bid on its behalf, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to execute this Bid on behalf of the Corporation.

** If a representative other than the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer attests to the signature of the corporate representative, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to attest to the execution of this Bid on behalf of the Corporation.

(1) Complete the following statement:

The Corporation has been organized and is existing under laws of the State/Commonwealth of _____

(2) If Corporation has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

(3) If Corporation has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

BID PROPOSAL FORM / SIGNATURE PAGE

For Limited Liability Company (LLC) Bidder

_____
(Print Name of Limited Liability Company)

Attest:_____
Signature of an authorized representative*

By: _____
Signature of an authorized representative**

Tax Identification Number _____

* The individual attesting verifies and represents that the person whose signature is affixed to this Bid on behalf of the Limited Liability Company (LLC) is duly authorized in accordance with the representations hereafter set forth.

** Check the box which applies to this Bid:

___The Certificate of Organization provides that LLC is to be managed by managers, and this Bid has been executed by a Manager fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

___The Certificate of Organization does not provide that LLC is to be managed by managers, and this Bid has been executed by a Member fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

___This Bid has been executed by a representative of the LLC who is not a Manager or a Member of the LLC, and instead who holds the office of _____ (insert title), and the execution of this Bid is fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

The Bidder and the individuals signing and attesting to the execution of this document further represent that (1) execution of the Bid is carrying on business in the usual way; (2) the LLC authorizes the execution of this Bid even if execution and submission of this Bid is not carrying on business in the usual way for the LLC; and (3) to the best of the individuals' information and belief, the Owner has no knowledge of the Member's or the Manager's lack of actual authority, or of any applicable and relevant restriction on his or her authority.

Complete the following statement: The LLC has been organized and is existing under laws of the State/Commonwealth of _____.

If the LLC has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement: The LLC (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

If the LLC has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as

appropriate, the following statement: The LLC (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

SECTION 010150 – PROJECT SCHEDULE

1.1 SUMMARY

A. This section includes administrative and procedural requirements for creating and maintaining project schedules required for the proper performance of the Work. This section includes:
   1. Construction Schedules
   2. Prime Contractor Schedule Development
   3. Work Sequence
   4. Milestone Schedule
   5. Phasing Plan
   6. Contractor's use of premises.
   7. Owner occupancy.

1.2 CONSTRUCTION SCHEDULES

A. The General Contractor will be responsible to administer and control the project schedule.

B. Project Schedule shall be generated and maintained in Critical Path bar chart format.

C. Construction Schedule to:

   1. Assure adequate Contractor planning, procurement, and execution of the Work of all trades so that the Work will be completed within the time allotted by the Contract. The Owners Agent shall prepare and maintain a construction schedule from input provided by contractors, based on a network analysis system using the Critical Path Method (CPM).

   2. Anticipate adequate time for all construction and construction related activities. These activities include but are not limited to the following permit approvals, shop drawing submittals, coordination drawing preparation, weather, shipping times, code inspections, utility work, utility connections, punch listing and correction of the Work, Architect, Mechanical, Electrical and Code Official review of the Work, and an expeditious closeout. Work activities of all Prime Contractors and all subcontractors by trade shall be represented on the schedule. The Contractor shall insure staffing, hours worked and materials are furnished in adequate quantities and at appropriate intervals to insure timely completion of the Work.

   3. Obtain input from all other Prime Contractors and subcontractors regarding their portion of the Work, obtain manning requirements, work durations, materials and equipment delivery lead times, delivery time and installation times.

D. Intent: The intent of the construction schedule requirement for this Work is:

   1. To provide for a logical sequencing of the Work with adequate time allotted for all trades to complete their portion of the Work, so that the entire Project is completed within the time allotted by the Contract.

2. To provide a logical sequence for ordering and procuring materials for incorporation into the Work, so that the entire Project is completed within the time allotted by the Contract.

3. To prevent interruptions in the flow of the Work.

E. Schedule Format:

1. Tabular Activity Listing: Listing shall be in chronological order according to the early start date for each activity.

2. CPM Bar Chart with a scale and spacing to allow for notations and revisions.
   a. The activities shown on schedule are to include:
      1) Activity identification number.
      2) Description of the Work.
      3) Duration in workdays.

1.3 Not Used

1.4 PRIME CONTRACTOR SCHEDULE DEVELOPMENT

1. **Within 10 days of contract award notification, each prime contractor will be required to submit to the General Trades Contractor, a detailed construction schedule, broken out by each Scranton Fire Station Facility building area, which covers the work for the Contractor's appropriate disciplines based on the milestone schedule dates found within this specification section. Each Contractors schedules will then be reviewed by the General Trades Contractor (GTC) and implemented into a master project construction for each Contractor's use throughout the course of the work. Although the master schedule is maintained and updated by the General trades contractor, it is still the responsibility of each Prime Contractor to monitor his schedule, and request an update to the master project schedule, if required.**

2. Assemble all necessary information and dates concerning the contractor's activities and those of his Subcontractors and Suppliers, and submit such information in a format required by applicable portions of this section. Each Contractor shall submit the following schedule information to the GTC as a minimum:
   a. A list of all activities contained in the Contractor's Scope of Work. This list shall include activity descriptions and durations for all activities in work days (as opposed to calendar day) for shop drawings, fabrication, delivery and installation of products, materials, and equipment. The activities on the schedule must be at a level of detail approved by the Owners Agent and agree with the terminology and building sequencing established by the Owners Agent.
   b. Identification of precedent relationships between the Contractor's activities and those of other Contractors based on a thorough review of the Contract Drawings and details showing interface between Contracts.
   c. Graphic diagrams indicating the proposed direction of work whenever applicable or if requested by the Owners Agent.
   d. Assumed crew size, equipment, production rates, and similar data used to arrive at adequate durations and sequences.

e. Shortly after receipt of this information, the GTC shall convene the Schedule Compilation Meetings referenced in hereafter.

2. In collaboration with the Prime Contractors associated with the Work, the GTC will compile all Contractor information and develop a project master construction schedule, which integrates activities of Architect, Contractors, Sub contractors, and Suppliers and meets the time requirements. The sequence of all work activities shall be determined by the GTC and reviewed by all Contractors. This schedule will become the project plan for construction.

3. Contractors' schedule activities may be re-sequenced and the schedule adjusted provided all Work is completed within the stated milestone dates and if the GTC and affected Contractors are notified of the change within 5 calendar days of receipt of the schedule; otherwise, the project master construction schedule shall be deemed accepted by all parties and becomes a contractual requirement for each Contractor. A Project Master Schedule acceptable to all contractors must be completed prior to processing of Progress Payment No. 2 to any contractor. All contractors must dedicate personnel necessary to provide information, attend meetings, and cooperate as necessary to that end. Award status of purchase orders, subcontracts, etc. will not be an acceptable reason for delay of schedule information.

4. The project construction schedule will be provided by the GTC, consistent with the guideline schedule and utilizing the Contractors' input as possible.
   a. Contractor shall provide the GTC with information and data to prepare a working day construction schedule and sequence of events for each work activity included in his bid category within five days after the Preconstruction Meeting. The Contractor shall cooperate with the Owners Agent in establishing a final overall project schedule, which meets the specified completion date.
   b. Failure of any Contractor to maintain his portion of the schedule will be grounds for the Owner to withhold all or part of any payments, which may become due the Contractor until such work is completed.
   c. The contractor is responsible to expedite all approvals and deliveries of material so as not to delay job progress.
   d. The Contractor shall begin all phases of his work as quickly as physically possible, but not to impede or jeopardize the work of other Contractors.
   e. Phases of the work may be started prior to the scheduled start dates if coordinated with other Contractors, and, if approved through the Owners Agent.
   f. The Contractor shall cooperate fully with the GTC in the coordination of the work with all other Contractors and the convenience of the Owner as indicated in The Specifications.

5. Each Contractor's work shall be executed at such a rate as to ensure meeting the specified milestone and dates for Substantial Completion. By execution of the Contract, a Contractor represents he has analyzed the Work, the materials and methods involved, the systems of the building, availability of qualified mechanics and unskilled labor, restrictions of the site, constraints imposed, his own work load and capacity to perform the Work and agrees that the specified dates are reasonable considering the existing conditions prevailing in the locality of the Work, including weather conditions, and other factors with reasonable allowance for variations from average or ideal conditions.

6. The GTC will utilize the project master construction schedule to plan, coordinate, and manage all construction activities of Contractors, Subcontractors, and Suppliers. All Contractors are to complete all Work in accordance with this schedule.

7. The GTC will hold periodic progress meetings at the job site (TBD). Field supervisors from each Contractor working on the site are to attend all such meetings. Each Contractor is to provide services of responsible personnel to provide necessary scheduling and manpower information. Each Contractor shall be responsible to be familiar with the schedule, how it will affect or modify his operations including his coordination with the activities of other Contractors. Each Contractor shall prepare a short interval schedule generally covering a 2 week period to coordinate with the activities of other Contractors. Each Contractor shall prepare a short interval schedule generally covering a 2 week period to coordinate the detailed activities of subcontractors and suppliers. The short interval schedules shall be prepared in bar chart form and be submitted 24 hours prior to the job progress meetings, or as required by the GTC. The GTC will update the project master construction schedule, display the current schedule at the job site and prepare progress reports accordingly.

8. Whenever it becomes apparent that any activities completion date may not be met, the responsible Contractor(s) are to take some or all of the following actions at no additional cost to the Owner.
    a. Increase construction manpower to put the project back on schedule.
    b. Increase number of working hours per shift, shifts per working day, working days per week, amount of construction equipment, or any combination, which will place the project back on schedule.

9. **If the Contractor fails to take any of the above actions, Owner may take action to attempt to put the project back on schedule and deduct cost of such actions from monies due or to become due the Contractor in accordance with the requirements of the project General Conditions AIA A201.**

10. The GTC will manage the project so that every effort is made to see that **each Prime Contractor completes the work within the completion timeframes that the prime contractor has provided, which make up the compiled master project schedule.** Time extensions may be granted to various Contractors when delays that affect final completion date have been caused by inability of another Contractor to meet his time commitments; however, neither the Owner, Architect, or the Owner will assume responsibility to any Contractor for compensation damages, or other costs due to delays.

1.5 Not used

1.6 Not used

1.7 WORK SEQUENCE

A. Project Start:

1. Commence construction activity at the site as soon after contract award as required to comply with specified Construction Schedule, unless otherwise specified in Construction Schedule below:

2. Schedule material deliveries to correspond with starting dates so that materials are on site on required start date.

3. Color Selection: Within 20 days after contract award, submit complete list of proposed manufacturers and complete product designations (i.e., model, grade, series, product line, etc.) for each item requiring color selection by Architect.

B. Coordination:

1. Schedule all construction activities at Site with Architect, Owner, and other prime contractors through the GTC to avoid, to maximum extent, interference with Owner's operations and to meet specified completion dates. It is responsibility of all Prime Contractors to meet Completion Schedule within Owner's Educational Schedule.

2. Coordinate construction activities through the GTC with Fire Departments calendar issued by owner to prime contractor to avoid interference with Owner's process and operations within each building.

   a. Review contract documents requirements in relationship to requirements for other prime contractors and owner's schedule.

3. Coordinate, through the GTC, all interruptions of building services or shut-down of building systems with Architect and Owner, and obtain, through the GTC written approval of proposed schedule for interruptions or shut-down from Architect and Owner.

   a. If, in Owner's opinion, any such interruption or shut-down will affect life safety of building occupants, schedule interruption or shut-down at time acceptable to owner, at time when classes are not in session, or after normal working hours. Coordinate all such changes through the GTC.
   b. Extra payment for over-time outside normal working hours required by any such interruption or shut-down will not be made by Owner. Prime contractor requiring overtime shall do so at his own cost, and shall be responsible for extra costs incurred by other Prime Contractors as a result.
   c. Insure all equipment, fittings, pipe and similar items required are on hand before interrupting or shutting-down existing systems.
   d. Notify all inspectors and representatives of utility companies, village officials, GTC, Architect, Owner and similar parties by letter in advance of required change-over's, tie-ins, removals, and other similar operations.

C. Construction Schedules: Comply with phasing.

1.8 MILESTONE SCHEDULE

A. See Section 011200 for working times and exiting restrictions.

B. Not Used

C. A project schedule has been established to conform to the Owner's requirements.

D. Not Used

E. It is the responsibility of the Contractors to plan and coordinate their work so as to comply with the project schedule.

F. The Contractors hereby agree to carry out the work, in full cooperation with the Owner, Architect, and Agencies of Jurisdiction.

G. At no extra charge to the Owner, each Contractor shall employ the number of workers, supervisory personnel and shall work the number of legal shifts each day (including weekends, if necessary) in order for the contractors to complete the work in accordance with the project schedule and attain substantial completion within the time period indicated in the project schedule.

H. The specific dates in the project schedule may be subject to change; if requested by the Owner or Owner's representative.

I. The total elapsed time will remain as indicated.

J. Each Prime Contractor is to use the below milestone date information, in preparation of his complete schedule for the work of each Contract.

SCHEDULED ITEM	START DATE
Contract Documents Available to Bidders:	4/4/17
Pre-Bid Meeting, & Walk Through of the Buildings:	4/21/17
Sealed Bids Received:	5/22/17
Project Kick-off Meeting, Mobilization, & Contractor Preliminary Schedule Received:	TBD
Submittal Period, & Review:	TBD
Contractor's Mobilization Onsite, and Construction Start:	TBD
Project Completion:	180 Days
Closeout Document's, O&M's and Final As-Built Drawings Receipt:	30 Days

M. Temporary Barriers and General Phasing Notes:

1. The Owner desires the least possible disruption to their daily schedule. Contractors shall coordinate all schedules for construction and material deliveries with the GTC and Architect prior to performing work.
2. All reconstruction work will be conducted in normally occupied areas. Any construction activities requiring building shut down shall be coordinated with the GTC.
3. All existing exits, including rescue windows, shall remain clear and unobstructed at all times the building is occupied during construction. Work shall not impede or

diminish existing exiting. Any revisions to the existing exit patterns shall be coordinated and verified with the Architect prior to commencing work.

4. Specific renovation items such as ceiling, finishes or work related to other trades may not be specifically indicated in the schedules of work.
5. An electrical contractor is to re-support light fixtures in areas where ceilings have been removed. Existing light fixtures to stay operational for school use until lights are replaced.
6. Existing mechanical, electrical and/or plumbing system to remain operational until new system is accepted in a given area.
7. The Contractor shall construct and/or maintain all emergency exit corridors. The Contractor shall provide and maintain temporary lighting in all emergency exits and corridors.
8. The Contractor shall provide and maintain temporary lighting in all construction areas to meet minimum requirements.

1.9 CONTRACTOR'S USE OF PREMISES

A. Access to Building - All Prime Contractors: Schedule all construction activities with Owner through GTC to allow Owner's full use of building areas and systems for normal working days.

1. Owner acknowledges prime contractors will require access to owner occupied areas, rooms and systems, and intends to cooperate in making rooms and systems available for construction

2. Notify GTC in advance of any requirements for access to any existing building outside normal working hours and days.

B. Building Security: Owner will maintain building security at all times for his sole benefit. Each prime contractor retains full responsibility for security and protection of work of his prime contract until final acceptance by owner.

C. Maintenance of Building Circulation and Exits: Maintain circulation corridors, exits and exit stairs unobstructed from equipment and materials, except in areas of construction activity enclosed by temporary partitions.

1.10 OWNER OCCUPANCY

A. Owner intends to maintain full occupancy throughout duration of project, and will make full use of buildings and sites, unless otherwise specified.

END OF SECTION 010150

SECTION 011200 – MULTIPLE CONTRACT SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This section includes:
1. Design/Management Identification.
2. Work covered by Contract Documents.
3. Work Restrictions and Schedule.
4. Contractor use of Premises.
5. Occupancy Requirements.
6. Coordinatiou.
7. Contract Documents.
8. Additional Notes to Contract Documents
9. General Requirements of Contracts
10. Specifications, Formats and Conventions
11. Prime Contractor's Scopes of Work.

B. Related Sections include the following:
1. Section 012100 – Allowances
2. Section 012300 – Alternates
3. Section 013100 – Project Management and Coordination
4. Section 013200 – Construction Progress Documentation
5. Section 013300 – Submittal Procedures

C. Specific requirements of each contract are also indicated in individual Specification Sections and on Drawings.

1.3 DESIGN / MANAGEMENT IDENTIFICATION

A. OWNER
City of Scranton
Office of Business Administration
340 North Washington Ave.
Scranton, PA 18503

B. ARCHITECT
Highland Associates Architects
Highland Center
102 Highland Avenue

Clarks Summit, PA 18411

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Description
   a. The project involves sitework, roofwork, general trades, mechanical, plumbing and electrical work at 7 facilities throughout the City of Scranton.

- Headquarters – 518 Mulberry Street
- Engine #2 – 510 Gibbons Street
- Engine #7 – 1917 Luzerne Street
- Engine #8 – 205-207 East Market Street
- Truck #4 – 1047 North Main Avenue
- Engine #10 – 1900 East Mountain Road
- Rescue #1 – 940 Wyoming Avenue

B. Contract Documents were prepared for the Project by Highland Associates Architects, 102 Highland Avenue, Clarks Summit, PA 18411.

C. The work will be constructed under multiple Prime Contractor Agreements. One set of contract documents are issued covering the multiple Prime Contracts. Prime Contracts are separate contracts between the Owner and independent contractors representing significant construction activities. Each Prime Contract is performed concurrently and closely coordinated with construction activities performed on the Project under other Prime contracts.

D. Prime Contracts for this Project include:

CONTRACT 100:	GENERAL TRADES
CONTRACT 101:	PLUMBING
CONTRACT 102:	HVAC
CONTRACT 103:	ELECTRICAL

E. Project Manual.

F. List of Drawings: See the first sheet of the drawing set, for the listing of drawings. Each and every drawing is included and integral to each Prime Contract.

G. Definition of Extent of Prime Contract Work: The Contract Documents indicate the extent of each prime contract. Except where the Contract Drawings contain a more specific description, general names and terminology on the Drawing and in the Specification Sections determine which prime contract includes a specific element of the Project.

1.5 WORK RESTRICTIONS AND SCHEDULE

A. All work will be conducted in a sequence (refer to the Milestone Phasing Chart within Specification Section 010150, structured to minimize interference with the activities of the Fire

Ststion's personnel, and structured to permit the facilities to be occupied during construction and renovations at the existing buildings.

B. Each Prime Contractor is responsible for providing adequate manpower as needed throughout the course of the Project to maintain the overall construction schedule and milestone dates.

C. **Work hours for the building shall be between the hours of 7:00 AM and 7:00 PM daily.** All work to be coordinated with and approved by the Fire Department through the General Trades Contractor. Activity and access shall be confined to the designated staging and construction areas. All exits and escape windows shall be maintained at all times. Activity in the staging area shall be conducted in a manner that causes minimal disruption to daily operations. Any work that requires disruption to the building entries, exits, utilities, etc. shall be coordinated with and approved by the Fire Department through the GTC, and will be required to be performed on off hours.

D. All additional costs for overtime or second or third shift work required by any Contractor to ensure work completion in accordance with the project completion dates, will be the responsibility of the Contractor. There will be no additional compensation paid to the Contractors, for working 2nd and/or 3rd shift work, when needed to complete the project per the schedule. The Contractor shall plan all labor, materials (including long lead items), equipment and subcontractors as needed to complete work in accordance with the project completion schedule, including punch list completion.

E. Nonsmoking: Smoking is not permitted within the buildings.

F. PROJECT SCHEDULE-

1. All work of this Project, is required to be Substantially Complete by no later than the dates listed in the milestone phasing schedule found within Specification Section 010150.

1.6 CONTRACTOR USE OF PREMISES

A. General: The Contractors shall limit their use of the premises to the Work areas indicated in the Contract documents.

B. Use of the Site: Limit use of the premises to work areas indicated in the Contract documents. Confine operations to areas within Contract limits indicated. Do not disturb portions of the site beyond the areas in which the work is indicated.

1. Occupancy: Allow for Fire Department occupancy and use of the existing building during construction. The Fire Department Staff will occupy the site and existing building. The Contractors work will be coordinated with the Fire Department through the GTC to facilitate Contractor access to the building. Cooperate fully with the Fire Department during construction operations to minimize conflicts and facilitate Fire Department usage. Perform the work so as not to interfere with the Fire Department's operations.
2. Driveways and Entrances: At all times, keep driveways and entrances serving the premises clear and available. The fire station's employees and emergency vehicles. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
3. Before the start of construction, Contractors will be directed to a designated staging and parking areas.

C. Use of the Existing Building: Maintain the existing building in a serviceable and weather tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

1.7 OCCUPANCY REQUIREMENTS

A. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building prior to Substantial Completion, provided such occupancy does not interfere with completion of the work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total work. Cooperate fully with the Fire Department or representatives during construction operations to minimize conflicts and to facilitate Owner usage. Perform the work so as not to interfere with the dailyoperation.

1. Prior to partial Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy, the Owner will operate and maintain mechanical and electrical systems serving occupied portions of the building.
2. Upon occupancy, the Owner will assume responsibility for maintenance and custodial service for occupied portions of the building. **However, the fire department will not clean up behind contractors; responsibility for any debris caused by contractor operations remains with the respective Prime Contractors.**

1.8 COORDINATION

A. Each Contractor shall cooperate with and coordinate with all other Prime Contractors. This coordination is critical to avoid any delays in the overall completion of the schedule, that may result from the inability of the other Contractors or Suppliers to access the building or site to properly install their equipment within the time frame of the Construction Schedule.

1.9 CONTRACT DOCUMENTS

A. Each Prime Contractor is responsible for information provided in the Coutract Drawings and specifications noted and attached within. Information may be indicated on one drawing or across several drawings. Consequently, **each and every Prime Contractor is responsible for information on each and every drawing** so listed on the enumeration of drawings on the first sheet of the Drawing set.

B. Comply with all Federal, Pennsylvania, local government, laws, codes, standards, rules and regulations including but not limited to; zoning, planning, fire, health, tax, insurance, safety, OSHA, criminal, building code, plumbing code, HVAC code, electrical code, utility company, traffic, labor, transportation and environmental.

C. It is the Contractors responsibility to carry out the full scope and coordination requirements of the work in his Contract in relation to all other Contracts as if they were "one."

D. Each Contractor is responsible for all work under his Contract, no matter on which drawing or specification that work appears. Information may be indicated on one drawing or across several drawings. Consequently, each and every Prime Contractor is responsible for information on each

and every drawing so listed on the enumeration of drawings on the cover sheet entitled "List of Drawings."

E. Where a specification section is assigned to only one Contract, the Contractor is responsible for the entire work of that section unless that section is modified to indicate that portions of the work are to be completed by others.

F. Where a specification section is assigned to more than one Contract, the Contractor is responsible for only the work of that section as it applies to the Work of his Contract.

1.10 ADDITIONAL NOTES TO CONTRACT DOCUMENTS

A. **The following notes are integral to each Prime Contract:**

1. All bidders are required to thoroughly review all information within the Contract Documents, as well as visit the project sites. Errors and omissions on the part of the bidder will not be cause for additional compensation.
2. All prime contractors should note that Performance Bonds, and Labor/Material Payment Bonds will be required of all awarded contractors for each contract.
3. Review section 012100 for Allowances that are included in each Prime Contractor's Scope of Work.
4. Review Section 012300 for Alternates that are included in each Prime Contractor's Scope of Work.
5. All Contractors are responsible for the layout and survey of their own work, unless otherwise noted elsewhere in the Contract Documents.
6. All Contractors are required to construct the project per the Milestone Schedule. Contractors must make the site and building for use by the Fire Department on or before the dates listed in Section 010150. All Contractors shall cooperate fully with the intentions of the plan. All Prime Contractors are specifically forewarned that any delays caused directly or indirectly by their acts, omissions, and/or failure to perform will result in the fire department, or its agents, completing the Prime Contractor's work by whatever means are needed to complete the work. The Prime Contractor causing the delay will be responsible for any and all costs associated with such issues including, but not limited to, Fire Department, Architectural, , Legal, and Inspections costs, plus costs submitted by Contractors hired to complete the Prime Contractor's work-in specific areas
7. Each Contractor shall provide any temporary shoring, bracing, supports, or protection systems needed to complete the work of their Contract. All Contractors are responsible, individually and collectively, for maintaining safe-working conditions at all times.
8. Dewatering is the responsibility of each contractor requiring it.
9. All Contractors are responsible for the safety of their own workers, Subcontractors and other personnel on site. Each and every Contractor is responsible for maintaining a safe work site, and for maintaining safe work procedures. Protect all facilities, personnel, public, and activity areas.
10. Each Contractor is required to implement and maintain a project specific safety program. Each Contractor shall submit their safety program to the GTC for review, prior to the start of the work of their Contract. The program shall include company safety philosophy, history, action plan, manuals, hazardous communications sheets, OSHA filings, MSDS sheets for all materials to be used on the project, safety meeting minutes and a reporting system for any accidents or injuries.

11. Each Prime Contractor and Subcontractor is responsible for providing adequate manpower as needed throughout the course of the project to maintain the overall construction schedule and milestone dates.
12. Any changes which are submitted for additional work that are either requested by the owner /Architect/Engineer, or are contractor generated; will require detailed backup to be submitted for a proper review to be made. This detailed backup would include the following as example: 1) Labor: # of hrs X # of men X posted rate with benefits = total labor cost 2) Material: # of widgets X $dollars/widget = total material cost 3) Equipment: 1 manlift for # of days X rate/day = total equipment cost 4) Subcontractor quote: Attach subs quote which will also contain the same level of detail and backup stated above 5) Specified overhead/profit percentages = total OH&P 6) Grand total quotation = $_____. Any quote received in a "lump sum" format without a detailed cost breakout will be rejected and returned. Also, a contractor should be cautioned not to proceed with a change until written approval has been received from either the owner, or Architect/Engineer. Should a contractor procced with a change without approval, he will have done so at his own risk without guarantee of payment.
13. All Prime Contractors are required to clean their own work area at the end of each workday. Each contractor will place the debris in an onsite dumpster. General waste dumpsters will be provided by the General Trades Prime Contractor, for use by all other prime contractors. Failure to comply with cleaning requirements will activate Owner remedies, including back charges to the responsible contractor(s). Advance notification is not required to implement these measures.
14. Each Contractor shall perform final cleaning of the project.
15. All Prime Contractors performing sub grade work shall request utility underground location stakeout well in advance of excavation beginning. A private Underground Utility Locating Contractor is also to be hired by a Prime Contractor who is performing sub grade work, so that locations of the Fire Departments' private underground utilities can be marked. Contractors will be respousible for maintaining all stakeout location marks throughout construction.
16. Backfilling and compaction of excavations required to perform subgrade work shall be the responsibility of the Contractor requiring the excavation. Coordinate backfilling and compaction with the Architect to assure proper scheduling of required testing.
17. The Fire Department has the right of first refusal for any equipment and/or materials being disposed of. The responsible Prime Contractor will be required to move items which are requested to be saved at their own expense, to a location designated by the Fire Department.
18. Control of dust, including hazardous or other nuisance particulates or fumes; must be maintained during all renovations. Each Contractor is to provide negative air-conditions in areas to minimize any exposure to dust and/or contaminants from migrating to other areas of the building. This is in conjunction with installing poly sheeting barriers or other temporary protection measures required.
19. Each Contractor shall be responsible for restoration of selective demolition of surfaces, unless otherwise noted in the Contract Documents. Walls shall be restored to a smooth uniform surface condition after selective demolition of items such as signs, tack strips, clocks, light fixtures, etc.
20. The wearing of hard hats is mandatory for all employees of a contractor, as well as other required personal protective equipment (PPE), in accordance with each Contractor's individual company safety plan. Should an individual be seen not utilizing these OSHA required safety items, that person will be given a first warning. If a second sighting occurs, the employee will be asked to leave the project without exeeption.

21. Alcohols, drugs, firearms, pornography, are strictly forbidden from the project. Possession or use of such will result in an immediate termination and permanent discharge from the project.
22. Each prime contractor is responsible for firestopping of all penetrations related to his work in accordance with applicable specification sections, Federal, State and Local code requirements.
23. Each prime contractor is responsible for temporary construction where indicated including the initial construction of temporary systems, removal of temporary systems when no longer required, restoration of new or existing construction affected by the temporary system, and final construction to complete the work.
24. Each prime contractor is responsible for providing joint sealants required for the work of his Contract as recommended by the manufacturer.
25. In the event there are questions regarding scope of work, the requirements outlined in Section 011200 Multiple Contract Summary shall supercede scope of work notations on the Contract drawings. It is of further importance to note that the work listed in this Section 011200 may exceed manufacturer's requirements, or may exceed requirement's of the technical specifications.
26. Each Prime Contractor is to survey existing work and conditions and submit to the Architect / owner a written list of damaged areas (e.g.: ceiling tiles) prior to commencing work. Any damaged areas not identified prior to start of work shall be the responsibility of the Contractor/Contractors working in that area. Each Prime Contractor shall return areas disturbed by their work activities to the condition prior to start of Work.
58. Each Prime Contractor must have a decision making representative present at each Progress Meeting. Other periodic meetings may also be scheduled which will be attended by the contractors onsite supervisor.

1.11 GENERAL REQUIREMENTS OF CONTRACTS

A. Extent of Contract: Unless the Agreement contains a more specific description of the work, names and terminology on Drawings and in Specification Sections determine which contract includes a specific element of Project.

1. Unless otherwise indicated, the work described in this Section for each contract shall be complete systems and assemblies, including products, components, accessories, and installation required by the Contract Documents.

2. Local custom and trade-union jurisdictional settlements do not control the scope of the work of each contract. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, affected contractors shall negotiate a reasonable settlement to avoid or minimize interruption and delays.

3. Trenches for the work of each contract shall be provided by each contract for its own work.

4. Cutting and Patching: Provided by each contractor for their own work.

5. Through-penetration firestopping for the work of each prime contract shall be provided by each contract.

1.12 SPECIFICATION FORMATS AND CONVENTIONS

A. Specifications are found within construction documents.

D. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.

2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

3. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRIME CONTRACTS, SCOPE OF WORK

Each Prime Contract is summarized, and the scope of work for this project includes the following:

2.1 Contract #100 General Trades including sitework

A. The General Trades Contractor (or subs) shall provide all material, labor, equipment, subcontractors, supervision, management, and administration required for the total performance of the work of this contract including, but not limited to the following:

1. Site staging area preparation, temporary fencing, and construction access. Restore all areas upon project completion.
2. Site removals.
3. Foundation excavation, backfill, and compaction.
4. Earthwork cuts, fills, and grading.
5. Removal and proper legal disposal offsite, of contaminated soils.
5. Curbing, stone sub-base, asphalt paving, and line striping.
6. Storm drainage, structures and piping.
7. Sanitary sewer.
8. Gas service.
9. Drilling of wells, installation of well pumps, and water service piping.
10. Site concrete work including sidewalks, aprons, and door pads.
11. Site signage, parking signage, and bollards.
12. Chain link fencing and gates.
13. Joint sealants all new sidewalks.
14. Topsoil spreading, rockhounding, and hydroseeding.
15. Plantings.
14. Site restoration.

B. Notes to - Contract #100.

a. All General trades contractors shall visit the site to verify and review existing conditions before estimating the cost of the project.

C. The above list is presented for general guidance only and does not necessarily cover the entire requirements of the project as shown on the drawings, details, and/or as specified hereinafter.

Contract #100 General Trades

A. The General Trades Contractor shall furnish all material, labor, equipment, subcontractors, supervision, management, and administration required for the total performance of the work of this contract including, but not limited to the following:

1. Selective demolition, and demolition of walls, ceilings, flooring, windows, doors/frames, etc.
2. Concrete foundations, reinforcing, and concrete slabs.
3. Masonry, CMU.
4. Structural steel and miscellaneous metals.
5. All rough carpentry, sheathing, blocking, and trusses.
6. All cabinetry, and countertops.
7. All roofing, roof insulation, vapor barrier, accessories, and roof specialties.
8. Caulking and joint sealants.
9. Metal wall panels
10. All doors, frames, windows, and hardware.
11. Firestopping.
12. All metal framing, drywall, and finishing.
13. Acoustical ceiling tile and grid.
14. All flooring and ceramic tile.
15. Painting.
16. Specialties such as toilet/bath accessories, signage, toilet partitions, and fire extinguishers & cabinets.
17. Furnishings such as window treatments.
18. Final cleaning.
19. Installation of the new Bus Lift, and related accessories.

B. Notes to General Trades Contract #100.

a. All General Trades bidders shall visit the site to verify and review existing conditions before estimating the cost of the project.

b. The General Trades Contractor (Contract #100) shall coordinate all selective demolition with the work of other Prime Contractors.

c. The General Trades (Contract #100) shall install louvers for all outdoor air-intake openings. Louvers are furnished by the HVAC Contractor (Contract #102).

d. The General Trades Contractor #100 is responsible for caulking of all louvers, lintels and any other material penetrating masonry work.

e. The General Trades (Contract #100) shall provide all rough carpentry blocking required for the project unless specifically defined in other prime contractor's scope of work.

f. The General Trades (Contract #100) shall provide all necessary floor patching and leveling to receive new floor finishes as indicated on the finish plans.

g. The General Trades (Contract #100) is responsible to build all emergency exit ways, temporary partition walls, or fire rated partitions where needed; along with maintenance, removal, and restoration of existing finishes when completed.

h. As time is of the essence on this project, it is critical that the General Trades Contractor provides his shop drawings, submittals, and color/samples within three weeks of signing the contract.

i. The General Trades Contractor (Contract #100) shall perform the final cleaning of the project before the facilities are turned over to the Owner for their use. At that time, the General Trades Contractor will contract a professional cleaning service to perform the final cleaning service.

C. The above list is presented for general guidance only and does not necessarily cover the entire requirements of the project as shown on the drawings, details, and/or as specified hereinafter. The General Trades Prime Contractor shall provide a complete system.

2.2 Contract #101 Plumbing

A. The Plumbing Prime Contractor shall provide all material, labor, equipment, subcontractors, supervision, management, and administration required for the total performance of the work of this contract including, but not limited to the following:

1. Demolition such as removal of fixtures, roof drains, pumps, piping & valves, waste/vent/storm piping, and gas piping.
2. Sawcutting of concrete slab, then excavation, backfill, and compaction required for underslab piping; and re-pouring concrete at the sawcut areas to restore to original slab elevation and tolerance.
3. Concrete equipment pads and reinforcing.
4. Plumbing fixtures and equipment.
5. Installation of the Bus Wash Equipment, and all piping and related accessories.
6. Supports and hangers for all Plumbing related items.
7. New CW/HW/waste/vent/storm/gas piping, equipment, and accessories.
8. Plumbing insulation.
9. Plumbing identification labeling of piping, and equipment.
10. Testing, adjusting, balancing, certifications, and owner training.

B. Notes to Plumbing Work Contract #101

a. All plumbing bidders shall visit the site to verify and review existing conditions before estimating the cost of the project.

b. All excavation work will be restored to grade and compacted according to Division 31 in the Specifications.

c. Plumbing Contract #101 is responsible for all final connections to plumbing equipment and mechanical equipment.

d. The Plumbing Contract #101 shall fire caulk & fire safe as necessary any place its contract penetrates a fire rated system; not limited to hangers, supports, pipe etc... and in accordance with industry standard and all building codes.

e. The Plumbing Prime Contractor shall provide any and all temporary shoring, bracing, support, or protection systems necessary to expedite their work requirements.

f. The Plumbing Contractor is responsible for patching any holes or openings left in existing walls from the removal of old fixtures, valves, piping, or other plumbing items. Patch to match existing adjacent surfaces.

g. In the event there is a piping gap on the Contract drawings, the Plumbing Prime Contractor shall provide complete connections as reasonably inferable from the drawings and in the sizing indicated both horizontally and vertically to provide a complete system.

h. As time is of the essence on this project, it is critical that the Plumbing Contractor provides his equipment and other submittals within three weeks of signing the contract.

i. The Plumbing contractor is to remove and reinstall ceilings as required for his own work in all building areas that are not specifically called to be removed and/or replaced by others.

j. Plumbing Contract #101 shall provide coordinated drawings showing his services, overlaid with other services to be installed by the HVAC and Electrical prime contractors.

k. All other prime contractors are to coordinate their penetrations through the roof with the General Trades Contractor's roofing subcontractor. The GT's roofing subcontractor will cut the deck, then flash the new penetration to the existing or new roofing systems.

l. The Plumbing Prime Contractor will be responsible to coordinate with the General Trades Contractor's roofing subcontractor for scheduling the plumbers setting of new roof drains.

m. Painting exposed plumbing piping in mechanical rooms & boiler rooms shall be by the Plumbing prime contractor.

C. The above list is presented for general guidance only and does not necessarily cover uirements of the project as shown on the drawings, details, and/or as specified hereinafter. The Plumbing Prime Contractor shall provide a complete system.

2.3 Contract #102 Heating, Ventilating & Air Conditioning (HVAC)

A. The HVAC Prime Contractor shall provide all material, labor, equipment, subcontractors, supervision, management, and administration required for the total performance of the work of this contract including, but not limited to the following:

1. HVAC demolition including removal of boilers, mechanical units, fans, pumps, HVAC piping, underslab radiant floor heat piping, and controls.
2. Concrete equipment pads and reinforcing.
3. Mechanical equipment.
4. Supports and hangers for all HVAC related items.
5. Ductwork and accessories.
6. HVAC piping.
7. HVAC insulation.

8. Louvers.
9. Registers, grilles and diffusers.
10. Direct Digital Controls, controls wiring/conduit, and controls system devices.
11. HVAC identification labeling of ductwork, piping, and equipment.
12. Testing, adjusting, balancing, certifications, and owner training.

B. Notes to HVAC Contract #102

a. All HVAC bidders shall visit the site to verify and review existing conditions before estimating the cost of the project.
b. The HVAC Contract #102 shall fire caulk & fire safe as necessary any place its contract penetrates a fire rated system. Penetrations may include but not be limited to: hangers, supports, duct, pipe etc.
c. The HVAC Contractor shall provide adequate support and protection of the existing HVAC systems until such time as the new systems are in place and ready for use by the Fire Department.
b. The HVAC Contractor is responsible for patching any holes or openings left in existing walls which were from the removal of old thermostats, piping, ductwork or other mechanical items. Patch to match existing adjacent surfaces.
c. The HVAC Contractor is to provide all conduit, raceway, wire mold, and control wiring to provide new controls at new locations.
d. In the event there is a duct or piping gap on the Contract drawings; the HVAC Contractor (Contract #102) shall provide complete connections as reasonably inferable from the drawings and of the sizing indicated both horizontally and vertically to provide a complete system.
e. As time is of the essence on this project, it is critical that the HVAC Contractor provides all shop drawings and mechanical equipment submittals within three weeks of signing the contract.
f. The General Trades (contract #100) shall install louvers for all outdoor air-intake openings. Louvers are furnished by the HVAC Contractor (Contract #102).
g. The HVAC contractor is to remove and reinstall ceilings as required for his own work in all building areas that are not specifically called to be removed and/or replaced by others.
h. HVAC Contract #102 shall provide coordinated drawings showing his services, overlaid with other services to be installed by the Plumbing and Electrical prime contractors.
i. Coordinate cutting all penetrations through the roof with the General Trades Contractor's roofing subcontractor. The GT's roofing subcontractor will then cut the deck then flash all curbs and penetration to existing roofing systems.
j. Painting exposed piping & ductwork in mechanical rooms & boiler rooms shall be by the HVAC prime contractor.

2.4 Contract #103 Electrical

A. The Electrical Prime Contractor shall furnish all material, labor, equipment, subcontractors, supervision, management, and administration required for the total performance of the work of this contract including, but not limited to the following:

1. Temporary electric power and lighting.
2. Excavation, backfill, and compaction for new site lighting and conduit.

3. Site lighting poles and concrete bases.
4. Concrete equipment pads & reinforcement.
5. Electrical demolition such as lighting, devices, conduit, wire, breakers, panels, fire alarm systems, and phone/data wiring and equipment.
6. Disconnection of all mechanical equipment scheduled for removal.
7. All required conduit, wire, breakers, panels, service gear, transformers & devices.
8. Power distribution systems including disconnect switches, starters, combo starters, and variable frequency drives.
9. Power and connections to all new and/or reinstalled equipment that is furnished by other prime contractors.
10. Fire alarm system tie-ins and devices.
11. Lighting, and emergency lighting.
12. Electrical identification and labeling.
13. Testing, adjusting, certifications, and owner training
14. Data wiring & equipment.

C. Notes to Electrical Contract #103

a. All electrical bidders shall visit the site to verify and review existing conditions before estimating the cost of the project.

b. The Electrical Contractor shall contact the power company for all services, temporary or permanent, obtain all necessary permits and pay any and all fees associated with the Electric Prime Contract Scope of Work.

c. Coordinate all electrical sitework with the General Trades contractor. All electrical work on drawings is the responsibility of the Electrical Contractor #103, including all final connections to the building services.

d. The Electrical Contractor #103 shall provide adequate support and protection of the existing electric services, lighting, etc. until such time as the new systems are in place and ready for use by the Owner.

e. The Electrical Contractor #103 shall relocate any and all existing electric services, phone/data, fire alarm devices and any other electrical systems or devices to facilitate the Project work at no additional cost to the Owner.

f. During the course of construction in renovated areas, the owner or architect may issue field directives to the Electrical Contractor #103 to relocate existing electrical conduit to progress work of the Project. The Electrical Contractor shall comply with the request at no additional cost to the Owner.

g. Coordinate cutting all penetrations through the roof with the General Trades Contractor's roofing subcontractor. The GT's roofing subcontractor will be responsible to flash to existing roofing systems.

h. The Electrical Contractor will fire caulk or fire safe any penetrations that will run through a fire rated system.

i. The electrical contractor shall furnish, maintain, and remove all power necessary for temporary electric. Electrical Contractor will provide temporary power to all trades with no maximum amperage. All power connections will be relocated as deemed necessary by the Architect at no additional cost to the owner.

j. The Electrical Contract #107 shall be responsible for coordination of all systems changeovers. All shut downs and changeovers shall occur at off hours and shall be coordinated with the GTC by at least 48-hour notification, and approved prior to start of the work. Coordinate all electrical work installations with the GTC. The Electrical Contractor shall remove all temporary electrical systems at the end of construction.

k. For all ceiling work; the Electrical Contract #103 shall remove, store and reinstall existing lighting, or add new lighting and associated circuits back to nearest available circuit breaker; including all conduit, conductors, connectors, breakers, hangers and labels as required by the contract documents.

l. The Electrical Contract #103 shall provide coordinated drawiugs showing his services, overlaid with ductwork and piping services to be installed by the HVAC and Plumbing prime contractors.

m. Where items that are removed by the Electrical Contractor which create holes, the electrician will install replacement cover plates that match existing color and finish; or remove existing anchors, then patch the holes and finish to match existing surfaces.

n. The Electrical contractor is to remove and reinstall ceilings as required for his own work in all building areas that are not specifically called to be removed and/or replaced by others.

o. The Electrical Contractor (Contract #103) is responsible to infill and replace all necessary ceiling tiles in order to provide a eomplete ceiling system when removing existing light fixtures, fire alarm devices, speakers, or other electrical related ceiling devices.

p. The Electrical Contractor (Contract #103) is responsible to provide surface raceway and/or wire mold for electrical installations in existing spaces, ONLY if it is not possible to run the new electrical and install boxes inside the existing walls. Generally all conduit and boxes must be concealed, unless it has been found to be impossible to do so due to existing conditions.

q. The Electrical Contractor (Contract #103) is solely responsible for bringing all power to all new and existing devices.

r. Painting exposed conduit in mechanical rooms & boiler rooms shall be by the Electrical prime contractor.

D. The above list is presented for general guidance only and does not necessarily cover the entire requirements of the project as shown on the drawiugs, details, and/or as specified hereinafter. The Electrical Prime Contractor shall provide a complete system.

END OF SECTION 011200

SECTION 012000 – PAYMENT PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements governing each subcontractor's Applications for Payment.

1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, Submittal Schedule, and List of Contracts.

B. Related Sections: The following Sections contain requirements that relate to this Section.

1. Schedules: The Contractor's Construction Schedule and Submittal Schedule are specified in Section 013300 Submittals.

1.3 SCHEDULE OF VALUES

A. Coordination: Each Subcontractor shall coordinate preparation of its Schedule of Values for its part of the Work with preparation of the Contractors' Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:

a. Contractor's Construction Schedule.
b. Application for Payment forms, including Continuation Sheets.
c. List of subcontractors.
d. Schedule of alternates.
e. Schedule of submittals.

2. Submit the Schedule of Values to the GTC within 7 days of receipt of the Letter of Intent. It is the intent of this Specification that the Contractor's Progress Schedule will be completed and accepted by the the Architect and Owner prior to Architect Certification of subcontractors first Payment Application.

B. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values.

1. Identification: Include the following Project identification on the Schedule of Values:

a. Project name and location.

b. Name of the Architect.
c. Project number.
d. Subcontractor's name and address.
e. Date of submittal.

2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:

a. Related Specification Section or Division.
b. Description of Work.
c. Name of subcontractor.
d. Name of manufacturer or fabricator.
e. Name of supplier.
f. Change Orders (numbers) that affect value.
g. Dollar value.

1) Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

3. Provide a labor and material breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items, and also by Labor and Material. Include a separate line item in application for:

a. Bonds
b. Insurance
c. Supervision
d. Mobilization/De-Mobilization
e. Submittals
f. Close-out
g. Housekeeping
h. Final Cleaning
i. Allowance

4. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.

5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.

a. Differentiate between items stored on-site and items stored off-site. Provide insurance and bonded warehousing for items stored off-site.

6. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

7. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.4 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as reviewed and recommended by the General Trades Contractor, and certified by the Architect and paid for by The Owner.

1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

B. Payment Application Times: Each progress-payment date is indicated in the Agreement. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

C. Payment Application Forms: Use AIA Document G732, and Continuation Sheets G703 as the form for Applications for Payment.

1. Separate Continuation Sheets shall be provided for work that takes place on each building, which will detail that portion of the contract that is attributable to the specific building.

D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. Incomplete applications will be returned without action.

1. All Prime Contractors will be required to submit a draft copy by e-mail to the GTC by the 20th of the month for review. After the draft copy is reviewed by the CM/Owner/Architect/Engineer, the contractor will be notified to make corrections (if any) found. Once notified, the contractor will submit by the 25th of the month, five (5) original signed and notarized copies with all required attachments including: two (2) copies of Certified Payroll Reports, signed lien waiver (see section 004300). Should the contractor miss the required monthly submission dates, the payment application would be considered late and would be payable in the next months cycle.

2. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.

3. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

4. Each Application for Payment should be accompanied by the Contractors update to their activities on the Project Progress Schedule, indicating the extent of completed work. Also include a copy of the updated submittal schedule if the submittal process is not 100% complete.

E. Transmittal: Submit Five (5) original signed and notarized original copies of each Application for Payment to the GTC by a method ensuring receipt within 24 hours, including waivers of lien and other required attachments (see 1.4, D.1 above).

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Owners representative.

F. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics liens from subcontractors, sub-subcontractors and suppliers for the construction period covered by the previous application.

1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.

2. When an application shows completion of an item, submit final or full waivers.

3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.

b. Submit final Applications for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.

4. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.

G. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following (see also section 004300 for the "Front End Submittal Log"). The initial payment application will not be processed until all of these actions and submittals have been received by the Owner When preliminary submissions are received with the initial application (items 4 and 7), the final submission for these items must be received and approved by the Owner prior to submission of the second application for payment.

1. List of subcontractors.
2. List of principal suppliers and fabricators.
3. Schedule of Values.
4. Contractor's Construction Schedule (preliminary if not final).
5. Schedule of principal products.
6. Schedule of Unit Prices.
7. Submittal Schedule (preliminary if not final).
8. List of Contractor's staff assignments.
9. List of contractor's principal consultants.
10. Copies of Building permits.
11. Copies of authorizations and licenses from governing authorities for performance of the Work.
12. Initial progress report.
13. Report of pre-construction meeting.
14. Certificates of insurance and insurance policies.

15. Performance and payment bonds.
16. Contract Agreement fully executed by the Subcontractor.
17. Initial settlement survey and damage report, if required.

H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.

1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

2. Administrative actions and submittals that shall precede or coincide with this application include:

a. Occupancy permits and similar approvals.
b. Warranties (guarantees) and maintenance agreements.
c. Test/adjust/balance records.
d. Maintenance instructions.
e. Meter readings.
f. Startup performance reports.
g. Changeover information related to Owner's occupancy, use, operation, and maintenance.
h. Final cleaning.
i. Application for reduction of retainage and consent of surety.
j. Advice on shifting insurance coverages.
k. Final progress photographs.
l. Detailed list of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.

I. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

1. Completion of Project closeout requirements.
2. Completion of items specified for completion after Substantial Completion.
3. Ensure that unsettled claims will be settled.
4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
5. Transmittal of required Project construction records to the Owner.
6. Certified property survey.
7. Proof that taxes, fees, and similar obligations were paid.
8. Removal of temporary facilities and services.
9. Removal of surplus materials, rubbish, and similar elements.

1.5 PROGRESS PAYMENTS

Progress payments shall be for the period ending the last day of the month.

Not later than 45 days following the end of the period covered by the Application for Payment, ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety-five percent (95%) of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in

writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner. Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents, shall be paid.

PART 2 PRODUCTS
Not Used

PART 3 EXECUTION
Not Used

END OF DOCUMENT 012000

SECTION 012100 – ALLOWANCES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements governing allowances.

1. Certain items are specified in the contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:

1. Contingency allowances.

C. Related Sections include the following:

1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling change Orders for allowances.
2. Divisions 02 through 49 Sections for items of Work covered by allowances.

1.3 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the work.

B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Architect from the designated supplier.

1.4 SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 CONTINGENCY ALLOWANCES

A. Use of allowances is only as directed by the Architect for the Owner's purposes, and only by Change Orders that indicate amounts to be charged to the allowance.

B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under an allowance are included in the allowance and are part of the original Contract sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.

C. A Contractor should not assume that when a Request For Proposal (RFP) is received, that it will automatically be assigned for use of an allowance. The use of allowances is at the owner's discretion. See specification section 011200, 2.12, Item 16 for mandatory requirements of how a contractor is to submit a quotation, regardless if an allowance is to be used or not.

D. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs.

E. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.7 UNUSED MATERIALS

A. Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.

1. If requested by Architect, prepare unused material for storage by Owner when it is not economically practical to return the material for credit. If directed by Architect, deliver unused material to Owner's storage space. Otherwise, disposal of unused material is Contractor's responsibility.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with other contractual materials and work, to ensure that each allowance item is completely integrated and interfaced with related work.

B. When an allowance is requested to be used, the following procedures will apply:

a. A Request For Proposal (RFP) to obtain a detailed quotation from the prime contractor. Once the contractor's proposal is received, it will then be reviewed by the Architect and Owner for possible acceptance.

b. A Construction Change Authorization, instructing the prime contractor to procced immediately with the work on a Time and Material (T&M) basis.

1. Time and Material work will require the contractor to have a T&M sheet filled out daily, and signed by the GTC. The T&M sheet must note the number of men and their separate work classifications (IE: laborer, mason, carpenter, etc), each material used listed with quantities, equipment used listed and hours used, subcontractor(s) used (if any) with a similar T&M breakout, etc.
2. When the T&M work is completed, the prime contractor will be required to submit the signed T&M sheets with applicable pricing filled out and back up provided such as material invoices, subcontractor backup, etc. If there are T&M sheets from multiple days, the contractor will be required to list each sheet on a summary page which totals the labor, materials, and equipment used.

C. Once a prime contractor has either submitted a quotation for an RFP, or they have submitted their final T&M summary and backup; a Change Order Request (COR) will be generated by the GTC for signature by the Architect and Owner. Once this document is fully signed, an AIA G701 Change Order will be generated for final acceptance of the change, or acceptance of an Allowance Disbursement. Once the AIA Change Order document is fully signed, the approved amount can be billed by the contractor on the next payment application cycle.

3.3 SCHEDULE OF ALLOWANCES

A. GENERAL TRADES CONTRACT # 100

1. Allowance No. **GT-100**: Include a contingency allowance in the amount of: Five Thousand Dollars $5,000.00 to be used at the owner's discretion.

B. PLUMBING CONTRACT # 101

1. Allowance No. **P-101**: Include a contingency allowance in the amount of: Two thousand dollars ($2,000.00) to be used at the owner's discretion.

C. HVAC CONTRACT # 102

1. Allowance No. **H-102**: Include a contingency allowance in the amount of: Two thousand Dollars ($2,000.00) be used at the owner's discretion.

D. ELECTRICAL CONTRACT # 103

1. Allowance No. **E-103**: Include a contingency allowance in the amount of: Two Thousand Dollars ($2,000.00) to be used at the owner's discretion.

END OF SECTION 012100

SECTION 012600 – CONTRACT MODIFICATION PROCEDURES

GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

B. Related Sections include the following:

1. Division 01 Section "Allowances" for procedural requirements for handling and processing allowances.
2. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
2. Within five (5) days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

    a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    c. Include costs of labor and supervision directly attributable to the change.
    d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and

finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

1.5 ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

1. Include installation costs in purchase amount only where indicated as part of the allowance.
2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.

B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within twenty-one (21) days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than twenty-one (21) days after such authorization.

1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

1.6 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.7 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

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

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

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 013100 – PROJECT MANAGEMENT AND COORDINATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for project meetings, including, but not limited to, the following:

1. Pre-construction conferences.
2. Pre-installation conferences.
3. Progress meetings.
4. Coordination meetings.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Section 013216 Project Schedule for procedures for coordinating project meetings with other construction activities.

2. Section 013300 Submittals for submitting the Contractor's Construction Schedule.

1.3 PRECONSTRUCTION CONFERENCE

A. The General Trades Contractor (GTC) will schedule a pre-construction conference before starting construction, at a time convenient to the Owner and the Architect, but no later than 5 days after execution of the Agreement. Hold the conference at the Project Site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

B. Attendees: Authorized representatives of the Owner, Architect, and their consultants; the Contractor and its superintendent shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.

C. Agenda:

1. Distribution of Construction Manuals and Contract Documents.
2. Designation of responsible personnel.
3. Initial submittals: Work by Contractor, subcontractor list and product list.
4. Construction phasing and construction schedule.
5. Use of premises
6. Construction facilities and controls.
7. Survey/building layout.

8. Security.
9. Housekeeping/Safety.
10. Procedures and processing of field decisions, submittals, substitutions, applications for payment, proposal requests, change orders, and Contract closeout procedures.
11. Project meetings.

D. Reporting: GTC shall prepare and issue minutes to attendees within 5 days of the meeting.

1.4 PREINSTALLATION CONFERENCES

A. When required by an individual Specification Section or by the Architect or Owner a pre-installation conference will be held prior to commencement of work for that Section.

B. Attendees: The Architect, Owner, Contractor and such others directly affecting or affected by the work of that Section. Advise the GTC and Architect of scheduled meeting dates. Provide at least 5 days prior written notice of meeting dates, so that all required attendees can attend.

1. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for the following:

a. Contract Documents.
b. Options.
c. Related Change Orders.
d. Purchases.
e. Deliveries.
f. Shop Drawings, Product Data, and quality control samples.
g. Review of mockups.
h. Possible conflicts.
i. Compatibility problems.
j. Time schedules.
k. Weather limitations.
l. Interior environment conditions (e.g.- temperature, humidity, lighting, airborne dust, etc.)
m. Manufacturer's recommendations.
n. Warranty requirements.
o. Compatibility of materials.
p. Acceptability of substrates.
q. Temporary facilities.
r. Space and access limitations.
s. Governing regulations.
t. Safety.
u. Inspecting and testing requirements.
v. Required performance results.
w. Recording requirements.
x. Protection.

2. Record significant discussions and agreements and disagreements of each conference, and the approved schedule. Promptly distribute the record of the meeting to everyone concerned, including the Owner, and the Architect.

3. Do not proceed with the installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

4. Reporting: Contractor or Installer shall issue minutes to attendees, Owner and Architect. Distribute copies of meeting minutes to all attendees at least 5 days prior to work starting.

1.5 PROGRESS MEETINGS

A. GTC will schedule and administer Project Progress Meetings throughout the duration of the project. Such meetings will be held bi-weekly or as otherwise determined by the GTC until Substantial Completion is achieved.

B. The meeting will focus on the construction activities, as well as on administrative activities, and shall be attended by project managers.

C. GTC will preside at all meetings, record minutes and distribute copies to participants within five days after the meeting.

D. Location of Meetings: TBD

E. Attendance: Presence at these meetings shall be MANDATORY for the contractor. Others in attendance with the GTC may include the Architect and Owner. Sub-subcontractors or Suppliers shall attend only by specific prior arrangement with the GTC

F. Minimum Agenda will include:

1. Review of submittal schedule and status of submittals.
2. Review of work completed since previous project meeting.
3. Subcontractor's planned progress for succeeding work period.
4. Review of pending issues and discussions.
5. Identification of current field observations and problems requiring decisions.

END OF DOCUMENT 013100

SECTION 013200 – CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This section includes the Administrative and Supervisory requirements necessary for the development and updating of the project schedule and general project coordination.

B. Related Sections: The following Sections contain requirements that relate to this section:

1. Section 013100 Project Management and Coordination for progress meetings, coordination meetings, and pre-installation conferences.
2. Section 013300 Submittal Procedures for preparing and submitting the Subcontractor's construction schedule.
3. Section 016000 Product Requirements for coordinating general installation.
4. Section 017700 Closeout Procedures for coordinating contract closeout.

1.3 PROJECT SCHEDULE

A. Schedule Development

1. Each Contractor shall coordinate through the General Trades Contractor (GTC), the scheduling of their work with the other contracts so that the project is completed on schedule with minimum interference to the Owners operation and schedule.
2. The milestone activity schedule dates (Spec Section 010150) being part of this contract, shall be the basis for the subcontractor's detailed schedule.
3. The Contractor's detailed schedule shall be submitted by the subcontractor, in a form acceptable to the GTC, within five (5) days after Notice to Proceed is issued and before the first progress payment is certified.
4. The detailed schedule shall be a fully developed, horizontal bar chart type, Contractor's construction schedule on a time scale depicting in logical sequence all activities, descriptions, durations, interrelationships, and dependencies required for completion of the work. The activities shall have costs, quantities and manpower resources (by craft) assigned as acceptable to the GTC. Activities shall include

engineering, fabrication, delivery, installation, and testing. The level of detail shall be such that no activity has a duration longer than twenty (20) working days, except for shop fabrication activities. Each schedule shall clearly define the activity description and provide:

a. Original duration and remaining duration
b. Early start/early finish
c. Late start/late finish
d. Actual start/actual finish
e. Total float
f. Percent complete
g. Resources
h. Critical path designation

5. The GTC will meet with the Contractor's representative to review, expand and modify the project schedule to portray the specific plan of operation envisioned by the subcontractors, in compliance with the project milestone dates.

6. All completion dates shown shall be within the period specified for contract completion, and in compliance with all intermediate milestones. The project schedule shall show the sequence and interdependence of activities required for complete performance.

7. It is intended that the coordinated project schedule reflect the Contractors' actual plan of operation for the prosecution of the work. Revision, expansions and modifications to each of the Contract activities, will be at the direction of the GTC. This project schedule may need to be revised to accommodate work interfaces between the subcontractors.

8. Upon completion of the coordinated project schedule, all Contractors agree that this schedule is the designated plan for completion of all work in the allotted time, and each subcontractor will assume full responsibility for the prosecution of work as shown. All subcontractors shall indicate formal acceptance of the schedule by signing the finalized schedule. Sign-off of Final schedule is required for certification of initial payment application.

9. Coordinate the contractor's construction schedule with the Schedule of Values, List of Contracts, Submittal Schedule, Progress Reports, Payment Requests and other schedules.

B. Project Schedule Progress Update

1. The Contractor shall furnish the GTC with an updated detailed schedule bi-monthly, at the time that the progress payment request is presented. The updated schedule shall indicate progress to date for each activity, including, all changes. Any activities or dates, which have been added, deleted or modified, shall be circled to highlight the change. The Contractor shall provide detailed reasons for changes and their effects to their activities and activities of other Contractors.

2. Updated manpower and man-hour forecasts for the work, numerically and graphically by month and by craft, shall be submitted quarterly with the monthly updated schedule presented at that time.

3. If the contract completion or other critical milestone dates are forecast as being later than the date specified in the contract, the subcontractor shall submit a recovery plan by which he proposes to bring the work back on schedule. The plan shall indicate revised manpower and equipment/material requirements.

4. If the Contractor misses any of the contract milestones, a recovery plan shall be submitted to the GTC within 72 hours. The plan shall indicate increased manpower/equipment loading, use of premium time, and required modifications to other activities. The plan shall indicate intermediate schedule activity dates to allow monitoring of the recovery.

5. The Contractor's Superintendent shall attend weekly coordination and scheduling meetings held by the GTC at the jobsite. Weekly work plans shall be submitted to the GTC prior to the meeting.

6. If the Contractor desires to revise the logic of the approved coordinated project schedule, so as to reflect a sequence of construction which differs from that originally agreed to, he must first obtain the approval of the GTC and all subcontractors whose work may be affected by the changes, and then must obtain the approval of the Owner. If this change extends the completion date of the project or delays the work of other trades, the subcontractor agrees that these impacts and all associated costs will be assessed against the Contractor initiating the change and will not be the basis for a project time extension.

1.4 PROJECT COORDINATION

A. Coordination

1. General: Contractors working in association with the GTC shall coordinate construction activities included under various sections of these specifications to ensure efficient and orderly installation of each part of the work. Coordination includes but is not limited to:

   a. Schedule work progress with all trades throughout the project to prevent interferences.

   b. Accomplish work in a manner that will allow each trade adequate time at the proper stage of construction to perform work of the contract.

   c. Furnish copies of final shop drawings to each subcontractor or supplier whose work is related to work shown on shop drawings. Resolve all problems of connected, adjacent or otherwise related work.

   d. In case of conflicts due to improper coordination by any subcontractor, GTC resolution will be final. No compensation will be awarded for extra work required to resolve conflicts.

B. Installation

1. Work shall be installed in accordance with the approved composite drawings. Any work fabricated or installed prior to full approval which must be reworked to fulfill coordination objectives, as determined by the Architect will not constitute a basis of claim for extra compensation.

PART 2 PRODUCTS
Not Used

PART 3 EXECUTION
Not Used

END OF DOCUMENT 013200

SECTION 013300– SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Requirements:

1. Section 01 20 00 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
2. Section 01 32 00 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.

D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.

    a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

4. Format: Arrange the following information in a tabular format:

    a. Scheduled date for first submittal.
    b. Specification Section number and title.
    c. Submittal category: Action; informational.
    d. Name of subcontractor.
    e. Description of the Work covered.
    f. Scheduled date for Architect's and Owner final release or approval.
    g. Scheduled date of fabrication.
    h. Scheduled dates for purchasing.
    i. Scheduled dates for installation.
    j. Activity or event number.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.

1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.

    a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.

3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.

4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

   a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be anthorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.

2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.

3. Resubmittal Review: Allow 15 days for review of each resubmittal.

4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.

5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to the Contractor.

D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect and Owner
3. Include the following information for processing and recording action taken:

   a. Project name.
   b. Date.
   c. Name of Architect.
   d. Name of Contractor.
   e. Name of subcontractor.
   f. Name of supplier.
   g. Name of manufacturer.
   h. Submittal number or other unique identifier, including revision identifier.

i. Number and title of appropriate Specification Section.
j. Drawing number and detail references, as appropriate.
k. Location(s) where product is to be installed, as appropriate.
l. Other necessary identification.

4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect and Owner observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

   a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect and GTC.

5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return without review and discard submittals received from sources other than Contractor.

   a. Transmittal Form for Paper Submittals: Use AIA Document G810.

   b. Transmittal Form for Paper Submittals: Provide locations on form for the following information:

      1) Project name.
      2) Date.
      3) Destination (To:).
      4) Source (From:).
      5) Name and address of Architect.
      6) Name of Contractor.
      7) Name of firm or entity that prepared submittal.
      8) Names of subcontractor, manufacturer, and supplier.
      9) Category and type of submittal.
      10) Submittal purpose and description.
      11) Specification Section number and title.
      12) Specification paragraph number or drawing designation and generic name for each of multiple items.
      13) Drawing number and detail references, as appropriate.
      14) Indication of full or partial submittal.
      15) Transmittal number.
      16) Submittal and transmittal distribution record.
      17) Remarks.
      18) Signature of transmitter.

E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

   1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.

   2. Name file with submittal number or other unique identifier, including revision identifier.

a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).

3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.

4. Transmittal Form for Electronic Submittals: Use software-generated form from electronic project management software acceptable to Owner, containing the following information:

a. Project name.
b. Date.
c. Name and address of Architect.
d. Name of Contractor.
e. Name of firm or entity that prepared submittal.
f. Names of subcontractor, manufacturer, and supplier.
g. Category and type of submittal.
h. Submittal purpose and description.
i. Specification Section number and title.
j. Specification paragraph number or drawing designation and generic name for each of multiple items.
k. Drawing number and detail references, as appropriate.
l. Location(s) where product is to be installed, as appropriate.
m. Related physical samples submitted directly.
n. Indication of full or partial submittal.
o. Transmittal number, numbered consecutively.
p. Submittal and transmittal distribution record.
q. Other necessary identification.
r. Remarks.

5. Metadata: Include the following information as keywords in the electronic submittal file metadata:

a. Project name.
b. Number and title of appropriate Specification Section.
c. Manufacturer name.
d. Product name.

F. Options: Identify options requiring selection by Architect.

G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.

2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Architeet's action stamp.

I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Post electronic submittals as PDF electronic files directly to Project Web site and Architect's FTP site specifically established for Project.

   a. Architect, will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

2. Submit electronic submittals via email as PDF electronic files.

   a. Architect, will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

3. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Architect will return two copies.

4. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect will not return copies.

5. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

   a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
   b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

    a. Manufacturer's catalog cuts.
    b. Manufacturer's product specifications.
    c. Standard color charts.
    d. Statement of compliance with specified referenced standards.
    e. Testing by recognized testing agency.
    f. Application of testing agency labels and seals.
    g. Notation of coordination requirements.
    h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:

    a. Wiring diagrams showing factory-installed wiring.
    b. Printed performance curves.
    c. Operational range diagrams.
    d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before or concurrent with Samples.
6. Submit Product Data in the following format:

    a. PDF electronic file.
    b. Three paper copies of Product Data unless otherwise indicated. Architect, through GTC will return two copies.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

    a. Identification of products.
    b. Schedules.
    c. Compliance with specified standards.
    d. Notation of coordination requirements.
    e. Notation of dimensions established by field measurement.
    f. Relationship and attachment to adjoining construction clearly indicated.
    g. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.

3. Submit Shop Drawings in the following format:

    a. PDF electronic file.
    b. Two opaque (bond) copies of each submittal. Architect, will return one copy(ies).

c. Three opaque copies of each submittal. Architect will retain two copies; remainder will be returned.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.

2. Identification: Attach label on unexposed side of Samples that includes the following:

a. Generic description of Sample.
b. Product name and name of manufacturer.
c. Sample source.
d. Number and title of applicable Specification Section.
e. Specification paragraph number and generic name of each item.

3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.

4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect, will return submittal with options selected.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.

1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.
5. Submit product schedule in the following format:

a. PDF electronic file.
b. Three paper copies of product schedule or list unless otherwise indicated. Architect, through GTC, will return two copies.

F. Coordination Drawing Submittals: Comply with requirements specified in Section 01 31 00 "Project Management and Coordination."

G. Contractor's Construction Schedule: Comply with requirements specified in Section 01 32 00 "Construction Progress Documentation."

H. Application for Payment and Schedule of Values: Comply with requirements specified in Section 01 20 00 "Payment Procedures."

I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01 77 00 "Closeout Procedures."

J. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

K. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

L. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

M. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

N. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

O. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

P. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

Q. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

R. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

S. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

T. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

U. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

V. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Project Closeout and Maintenance Material Submittals: See requirements in Section 01 77 00 "Closeout Procedures."

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S AND OWNERS ACTION

A. Action Submittals: Architect and Owner will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

B. Informational Submittals: Architect awill review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect .

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 01 33 00

SECTION 014000– QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
4. Specific test and inspection requirements are not specified in this Section.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

D. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

E. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

F. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Qualification Data: For Contractor's quality-control personnel.

C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:

1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect.

D. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.

E. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.

1. Project quality-control manager may also serve as Project superintendent.

F. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

G. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:

1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
3. Owner-performed tests and inspections indicated in the Contract Documents, including tests and inspections indicated to be performed by the Commissioning Authority.

H. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

I. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.6 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.

12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.7 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Projeet.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:

a. Provide test specimens representative of proposed products and construction.
b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.

f. When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, through GTC with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect or Owner.
2. Notify Architect and Owner seven days in advance of dates and times when mockups will be constructed.
3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
4. Demonstrate the proposed range of aesthetic effects and workmanship.
5. Obtain Architect's and Owners approval of mockups before starting work, fabrication, or construction.

a. Allow seven days for initial review and each re-review of each mockup.

6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
7. Demolish and remove mockups when directed unless otherwise indicated.

1.8 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.

3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

   a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.

4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 33 00 "Submittal Procedures."

D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

F. Testing Agency Responsibilities: Cooperate with Architect, Owner and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect, Owner, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify

agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.

1. Distribution: Distribute schedule to Owner, Architect and Owner, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.9 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will eugage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated iu Statement of Special Inspections attached to this Section, and as follows:

B. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections and in Statement of Special Inspections attached to this Section, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.

2. Notifying Architect, Owner and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.

3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect, through GTC with copy to Contractor and to authorities having jurisdiction.

4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.

5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.

6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's and Owners reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 73 00 "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

SECTION 016000– PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Requirements:

1. Section 01 21 00 "Allowances" for products selected under an allowance.
2. Section 01 23 00 "Alternates" for products selected under an alternate.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.

2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

   a. Form of Approval: As specified in Section 01 33 00 "Submittal Procedures."
   b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 01 33 00 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.

2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.

2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.

2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.

3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.

2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.

3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

4. Where products are accompanied by the term "as selected," Architect will make selection.

5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

3. Products:

a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.

b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

4. Manufacturers:

a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.

b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 01 25 00 "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.

2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.

3. Evidence that proposed product provides specified warranty.

4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.

5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

SECTION 017329 – CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes procedural requirements for cutting and patching.

B. Related Sections include the following:

1. Divisions 02 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
2. Division 07 Section "Penetration Firestopping" for patching fire-rated construction.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 SUBMITTALS

A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:

1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
3. Products: List products to be used and firms or entities that will perform the Work.
4. Dates: Indicate when cutting and patching will be performed.

5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.

1.5 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that, results in increased maintenance or decreased operational life or safety. Operating elements include the following:

1. Primary operational systems and equipment.
2. Air or smoke barriers.
3. Fire-suppression systems.
4. Mechanical systems piping and ducts.
5. Control systems.
6. Communication systems.
7. Conveying systems.
8. Electrical wiring systems.
9. Operating systems of special construction in Division 13 Sections.

C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that, results in increased maintenance or decreased operational life or safety. Miscellaneous elements include the following:

1. Water, moisture, or vapor barriers.
2. Membranes and flashings.
3. Exterior curtain-wall construction.
4. Equipment supports.
5. Piping, ductwork, vessels, and equipment.
6. Noise- and vibration-control elements and systems.

D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential

interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.6 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to he cut.

B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Adjoining Areas: Avoid interference with usc of adjoining areas or interruption of free passage to adjoining areas.

D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

3.3 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.

5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.

6. Proceed with patching after construction operations requiring cutting are complete.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

a. Clean piping, conduit, and similar features before applying paint or other finishing materials.

b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

   a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01 73 29

SECTION 017700 – CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

1.3 ACTION SUBMITTALS

A. Product Data: For cleaning agents.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest control inspection.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.

3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Owner. Label with manufacturer's name and model number where applicable.

   a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architects signature for receipt of submittals.

5. Submit test/adjust/balance records.
6. Submit sustainable design submittals not previously submitted.
7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.

2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.

3. Complete startup and testing of systems and equipment.

4. Perform preventive maintenance on equipment used prior to Substantial Completion.

5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 01 79 00 "Demonstration and Training."

6. Advise Owner of changeover in heat and other utilities.

7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.

8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

9. Complete final cleaning requirements, including touchup painting.

10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 01 29 00 "Payment Procedures."

2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.

4. Submit pest-control final inspection report.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection

or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:

    a. Project name.
    b. Date.
    c. Name of Architect and
    d. Name of Contractor.
    e. Page number.

4. Submit list of incomplete items in the following format:

    a. MS Excel electronic file. Architect will return annotated file.
    b. PDF electronic file. Architect will return annotated file.
    c. Three paper copies. Architect will return two copies.

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.

2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.

3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

   a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
   b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
   c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.

d. Remove tools, construction equipment, machinery, and surplus material from Project site.
e. Remove snow and ice to provide safe access to building.
f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
h. Sweep concrete floors broom clean in unoccupied spaces.
i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
k. Remove labels that are not permanent.
l. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.

1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report on completion of cleaning.

p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
q. Leave Project clean and ready for occupancy.

C. Pest Control: Comply with pest control requirements in Section 01 50 00 "Temporary Facilities and Controls." Prepare written report.

D. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 50 00 "Temporary Facilities and Controls."

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.

2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

    a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 01 77 00

SECTION 024119 – SELECTIVE DEMOLITION

SECTION 02 41 19 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.

B. Related Requirements:

1. Section 01 10 00 "Summary" for restrictions on use of the premises, Owner-occupancy requirements and phasing requirements.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.

B. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at Project site.

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For refrigerant recovery technician.

B. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and for noise control. Indicate proposed locations and construction of barriers.

C. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building managers and other tenants' on-site operations are uninterrupted.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Use of elevator and stairs.
5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

D. Predemolition Photographs or Video: Submit before Work begins.

E. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.7 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

1.8 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. Hazardous materials will be removed by Owner before start of the Work.
2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

E. Storage or sale of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

1.9 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

1.10 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

C. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

D. Survey of Existing Conditions: Record existing conditions by use of measured drawings, preconstruction photographs or video.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Owner will arrange to shut off indicated services/systems when requested by Contractor.

2. Arrange to shut off utilities with utility companies.

3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.

   a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
   b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
   c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
   d. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.

3.3 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.

2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.

3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.

4. Cover and protect furniture, furnishings, and equipment that have not been removed.

5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 01 50 00 "Temporary Facilities and Controls."

B. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.

2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.

3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.

5. Maintain fire watch during and for at least 24 hours after flame-cutting operations.

6. Maintain adequate ventilation when using cutting torches.

7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.

8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

9. Dispose of demolished items and materials promptly.

B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.

B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.

C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.

D. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.

E. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings." Do not use methods requiring solvent-based adhesive strippers.

F. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight.

1. Remove existing roof membrane, flashings, copings, and roof accessories.
2. Remove existing roofing system down to substrate.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction

1. Do not allow demolished materials to accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

4. Comply with requirements specified in Section 01 74 19 "Construction Waste Management and Disposal."

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolitiou operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 02 41 19

DRAFT AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

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

«Samples»

THE OWNER:
(Name, legal status and address)

«»

THE ARCHITECT:
(Name, legal status and address)

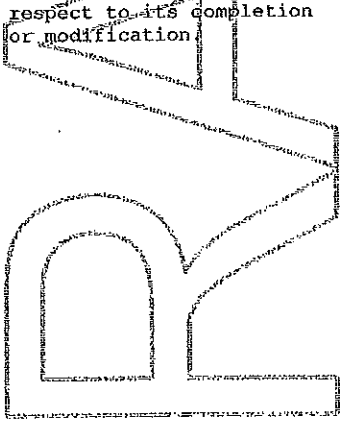
«»

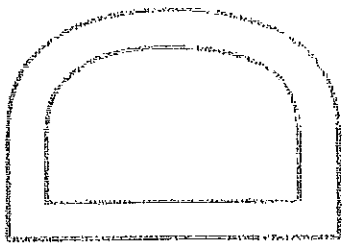
TABLE OF ARTICLES

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

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

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





ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

INDEX
(Topics and numbers in bold are section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7, 14.1, 15.2
Addenda
1.1.1, 3.11
Additional Costs, Claims for
3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.5**
Additional Insured
11.1.4
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8, 7.3.8
All-risk Insurance
11.3.1, 11.3.1.1
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7, 9.10, 11.1.3
Approvals
2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.5.1
Arbitration
8.3.1, 11.3.10, 13.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.4, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2
Architect's Additional Services and Expenses
2.4, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.4, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1, 5.2.1, 11.4.1
Binding Dispute Resolution
9.7, 11.3.9, 11.3.10, 13.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1
Boiler and Machinery Insurance
11.3.2
Bonds, Lien
7.3.7.4, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056903)

Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3
Certificates of Inspection, Testing or Approval
13.5.4
Certificates of Insurance
9.10.2, 11.1.3
Change Orders
1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.3.9
Claims, Definition of
15.1.1
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, 15.1.4
Claims for Additional Time
3.2.4, 3.7.4, 6.1.1, 8.3.2, 10.3.2, 15.1.5
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Claims Subject to Arbitration
15.3.1, 15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4
Commencement of the Work, Definition of
8.1.2
Communications Facilitating Contract Administration
3.9.1, 4.2.4
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7
Compliance with Laws
1.6, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, 6
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.3
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 11.3.9, 14
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, 9.1, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5
Contract Sum, Definition of
9.1
Contract Time
3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5
Contract Time, Definition of
8.1.1

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction Schedules
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contractor's Employees
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8
Contractor's Relationship with the Architect
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
9.7
Contractor's Right to Terminate the Contract
14.1, 15.1.6
Contractor's Submittals
3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3
Contractual Liability Insurance
11.1.1.8, 11.2
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.2.5, 3.11
Copyrights
1.5, 3.17
Correction of Work
2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.7
Costs
2.4, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Damages for Delay
6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, 9.5, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.3, 2.4, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1
Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2, 11.1.2
Emergencies
10.4, 14.1.1.2, 15.1.4
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Equipment, Labor, Materials or
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.5, 15.2.5
Failure of Payment
9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 11.1.2, 11.1.3, 11.3.1, 11.3.5, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
Fire and Extended Coverage Insurance
11.3.1.1
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, 11.3.7
Information and Services Required of the Owner
2.1.2, **2.2**, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.5
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2
Instruments of Service, Definition of
1.1.7
Insurance
3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, **11**
Insurance, Boiler and Machinery
11.3.2
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 11.1.2
Insurance, Loss of Use
11.3.3
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, **11.3**
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Interest
13.6
Interpretation
1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12, 15.1.4
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 13.7, 15.4.1.1
Limitations of Liability
2.3, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2
Limitations of Time
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15
Loss of Use Insurance
11.3.3
Material Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale. (1331056983)
User Notes:

Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 15.2.8
Mediation
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1
Minor Changes in the Work
1.1.1, 3.12.8, 4.2.8, 7.1, 7.4
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2, **11.3.1**
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.3, 2.4, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Notice
2.2.1, 2.3, 2.4, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7, 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1
Notice, Written
2.3, 2.4, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14, 15.2.8, 15.4.1
Notice of Claims
3.7.4, 10.2.8, **15.1.2**, 15.4
Notice of Testing and Inspections
13.5.1, 13.5.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.2.2, 9.6.6, 9.8, 11.3.1.5
Orders, Written
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Information and Services Required of the
2.1.2, **2.2**, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Owner's Authority
1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Financial Capability
2.2.1, 13.2.2, 14.1.1.4
Owner's Liability Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.4, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.3
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, **9.9**, 11.3.1.5
Patching, Cutting and
3.14, **6.2.5**
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3, 13.7, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.7.4, 9.6.7, 9.10.3, **11.4**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

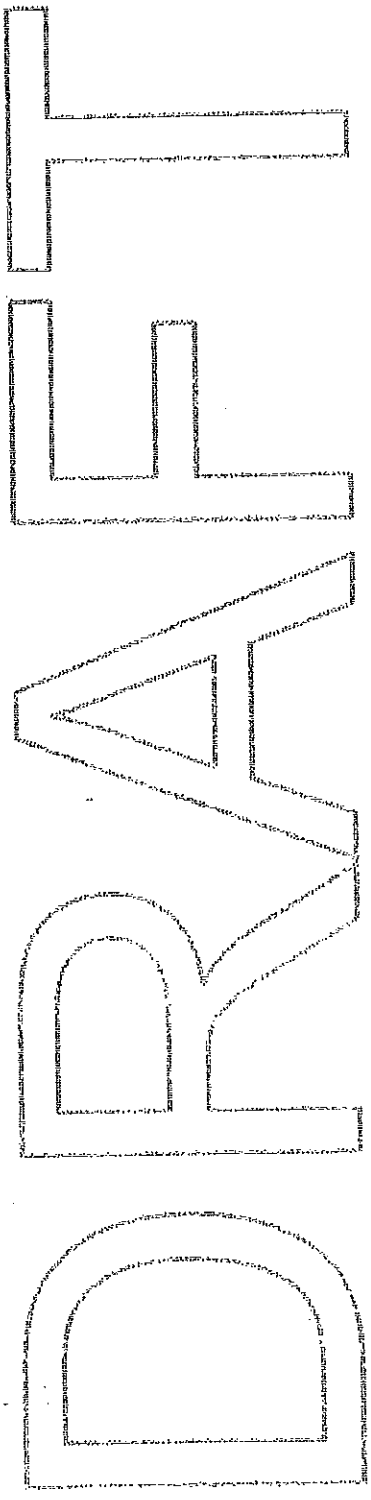
Performance Bond and Payment Bond
7.3.7.4, 9.6.7, 9.10.3, **11.4**
Permits, Fees, Notices and Compliance with Laws
2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.3
Progress Payments
9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.3**
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4
Rejection of Work
3.5, 4.2.6, 12.2.1
Releases and Waivers of Liens
9.10.2
Representations
3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, **13.4**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Special Inspections and Testing
4.2.6, 12.2.1, 13.5
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14
Statute of Limitations
13.7, 15.4.1.1
Stopping the Work
2.3, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308937_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

Subrogation, Waivers of
6.1.1, **11.3.7**
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 13.7
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
4.1.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3
Surety
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7
Surety, Consent of
9.10.2, 9.10.3
Surveys
2.2.3
Suspension by the Owner for Convenience
14.3
Suspension of the Work
5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.7.4
Termination by the Contractor
14.1, 15.1.6
Termination by the Owner for Cause
5.4.1.1, **14.2**, 15.1.6
Termination by the Owner for Convenience
14.4
Termination of the Architect
4.1.3
Termination of the Contractor
14.2.2
TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1, 12.2.1, **13.5**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5
Time Limits
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4
Time Limits on Claims
3.7.4, 10.2.8, **13.7**, 15.1.2
Title to Work
9.3.2, 9.3.3
Transmission of Data in Digital Form
1.6
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 7.3.4
Use of Documents
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.4.2
Waiver of Claims by the Contractor
9.10.5, 13.4.2, 15.1.6
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6
Waiver of Consequential Damages
14.2.4, 15.1.6
Waiver of Liens
9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, 11.3.7
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7
Weather Delays
15.1.5.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Notice
2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, **13.3**, 14, 15.4.1

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

Written Orders	1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2



AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732388997_1 which expires on 01/01/2018, and is not for resale.
[13310569983]
User Notes:

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308937_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1311056983)

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and 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 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 solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and 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, Architect and the Architect's consultants.

§ 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.

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732306997_1 which expires on 01/01/2018, and is not for resale. (1331056983)
User Notes:

the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 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.

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

§ 2.2.4 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.

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

§ 2.3 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, except to the extent required by Section 6.1.3.

§ 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 ten-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.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

§ 3.1.3 The Contractor shall not be relieved of 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1916, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall 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. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. 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.

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

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

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

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.

§ 3.5 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, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 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. 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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§ 3.9 SUPERINTENDENT

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days 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. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project 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 Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

§ 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.

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

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from 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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

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.

§ 3.15 CLEANING UP

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and 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

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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The 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.

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, 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) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

§ 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 he through the Owner.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it uecessary or advisable, the Architect 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 nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of 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 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.

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

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

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

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

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

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity 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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

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; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The 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. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly 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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.0732308997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

the Owner's or separate contractor's 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 be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, 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.

§ 7.3 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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

.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.

§ 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 overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 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; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

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

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

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

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, 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.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; 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.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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, before 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.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308937_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

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

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or 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.

§ 9.4 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, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

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

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732306997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

.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; or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 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.

§ 9.6 PROGRESS PAYMENTS

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

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and 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 Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect,

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, 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 the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's 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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect 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.

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

.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of special warranties required by the Contract Documents.

§ 9.10.5 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.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

§ 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.

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, 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 either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS
§ 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 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.

§ 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. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1916, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732306997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

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

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for 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 the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall 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. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by 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.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S 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 without optional deductibles. 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.

§ 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.

§ 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 effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1916, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 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 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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

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. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, 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. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732306997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

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

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

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

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

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

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

§ 13.4 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.

§ 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

§ 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 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.

§ 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.

§ 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.

§ 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

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

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the 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.

§ 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732306997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

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

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

§ 14.4.2 Upon receipt of 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 for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

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, 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.

§ 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 and the Owner shall continue to make payments in accordance with the Contract Documents. 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. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 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 indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim 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 at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of 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 mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

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

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

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

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

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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

§ 15.4 ARBITRATION

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

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

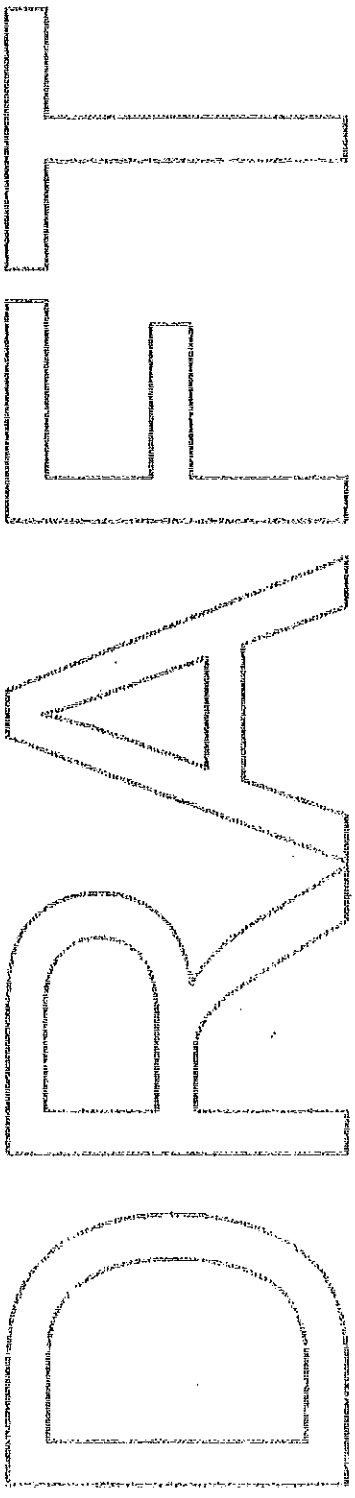
§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially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

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308987_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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



AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

DRAFT

AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

« »« »
« »

SURETY:
(Name, legal status and principal place of business)

« »« »
« »

OWNER:
(Name, legal status and address)

« »« »
« »

CONSTRUCTION CONTRACT
Date: « »
Amount: $ « »
Description:
(Name and location)
« Samples»
« »

BOND
Date:
(Not earlier than Construction Contract Date)
« »
Amount: $ « »
Modifications to this Bond: « » None « » See Section 18

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:	« »« »	Name and Title:	« »« »

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

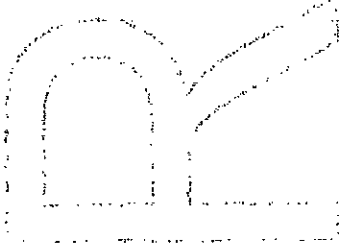
OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

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

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

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



ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AIA Document A312™ – 2010 Payment Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:09:25 on 03/24/2017 under Order No.9732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(927887492)

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

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

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

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

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

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

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

.2 have sent a Claim to the Surety (at the address described in Section 13).

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

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

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

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

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

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

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

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

AIA Document A312™ – 2010 Payment Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:09:25 on 03/24/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (927887482)

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

AIA Document A312™ – 2010 Payment Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:09:25 on 03/24/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(927887482)

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

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

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

§ 18 Modifications to this bond are as follows:

« »

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

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:	« »« »	Name and Title:	« »« »
Address:	« »	Address:	« »

AIA Document A312™ – 2010 Payment Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:09:25 on 03/24/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(927887482)

DRAFT

AIA® Document A701™ – 1997

Instructions to Bidders

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

THE OWNER:
(Name, legal status and address)
« »« »
« »

THE ARCHITECT:
(Name, legal status and address)
« »« »
« »

TABLE OF ARTICLES

1 DEFINITIONS

2 BIDDER'S REPRESENTATIONS

3 BIDDING DOCUMENTS

4 BIDDING PROCEDURES

5 CONSIDERATION OF BIDS

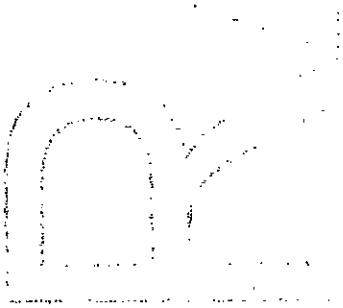
6 POST-BID INFORMATION

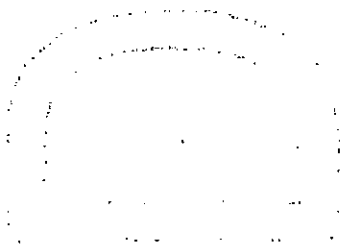
7 PERFORMANCE BOND AND PAYMENT BOND

8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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.





ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AIA Document A701™ – 1997. Copyright © 1970, 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 17:00:35 on 02/14/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1749565762)

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

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

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

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

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

AIA Document A701™ – 1997. Copyright © 1970, 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 17:00:35 on 02/14/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1749565762)

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

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

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

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

§ 3.3 SUBSTITUTIONS

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

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a 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.

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

§ 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

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

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

AIA Document A701™ – 1997. Copyright © 1970, 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 17:00:35 on 02/14/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1749565762)

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

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

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

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

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

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

§ 4.2 BID SECURITY

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

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

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

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

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

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

AIA Document A701™ – 1997. Copyright © 1970, 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 17:00:35 on 02/14/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1749565762)

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

§ 5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2 OWNER'S FINANCIAL CAPABILITY

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

§ 6.3 SUBMITTALS

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

.1 a designation of the Work to be performed with the Bidder's own forces;

.2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and

.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

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

AIA Document A701™ – 1997. Copyright © 1970, 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 17:00:35 on 02/14/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1749565762)

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

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

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

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

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

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

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

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

AIA Document A701™ – 1997. Copyright © 1970, 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 17:00:35 on 02/14/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1749565762)

AFFIRMATIVE ACTION CERTIFICATION

During the term of this contract, Bidder agrees as follows:

Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of payor other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.

Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will received consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it; such factor shall be considered in mitigation in determining appropriate sanctions.

Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures. Bidder shall comply with all state and federal laws prohibiting

discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not posses documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Date _____

_____
(Name of Bidder)

By _____

Title _____

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term " segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub- contractors prior to the award of sub-contracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE _____

_____
(Name of Bidder)

By _____

Title _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that

1. He is _____
(Owner, partner, officer, representative or agent)

of _____, the Bidder that has submitted the bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF SCRANTON (Local Public Agency) or any person interested in the proposed Contract; and;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

NONCOLLUSION AFFIDAVIT
SIGNATURE PAGE

SIGNED _____

_____
TITLE

SUBSCRIBED AND SWORN TO BEFORE ME
THIS _____ DAY OF _____ _____

_____
Title

MY COMMISSION EXPIRES _____

SECTION 004124 – BID FORM, CONTRACT # 102 HVAC

Project Name: City of Scranton Fire Department Facility Improvements

Name of Bidder: Scranton Electric Heating & Cooling Service, Inc. Phone: 570-343-6370

Address: 800 Sanderson St. Throop PA 18512

Email: Harold@sehcs.com Fax: 570-483-4844

In compliance with the Instructions to Bidders, the undersigned, hereby proposes to furnish all labor, supplies, materials and equipment to construct the Project, within the times specified, as per the Drawings and Specifications and other Contract Documents for the following amount:

One Hundred and Nine Thousand Five Hundred and Ninety Two

(Written Amount)

Dollars ($ 109,592.00)

(Figures)

Indicate BASE BID amount in both words and numerals. The amount indicated in numerals shall govern if a discrepancy exists.

ALLOWANCES:

- Reference Specification Section 01 21 00 "Allowances", for values that apply to each Prime Contract, and are included in the above BASE BID amount.

BID SECURITY:

- Attached hereto is a Bid Bond in the amount of ten percent (10%) of the Base Bid.

UNIT PRICES: None

EXHIBIT tabbies "B"

ALTERNATE:

- Indicate in the spaces provided below the amount to be added to the BASE BID if the Owner accepts an alternate as described in Division 01 Specification Section 012300 "Alternates".
- Include in the amount of the Alternates, all labor, materials, overhead and profit, modification of Work specified in Contract Documents, and additional work required by all trades that may be required for the ALTERNATE. Refer to Division 00 Specification Section "INSTRUCTIONS TO BIDDERS" and Division 01 Specification Section "Alternates".

OPTION ALTERNATES:

- Alternates are hereby designated as Option Alternates in accordance with the Instructions to Bidders by the addition of "O/A" following the Alternate number.

Rescue #1 Alternate #006 Provide a mechanical ductless system (2)

ADD to the BASE BID, the sum of:

Rescue #1 Alt. 006

Sixteen Thousand (Written Amount) Dollars ($ 16,000.00 (Figures))

PREPARATION OF BID:

- All blanks on the bid form shall be legibly executed in a non-erasable medium.
- Reference the Instructions to Bidders for additional requirements.

POST-BID SUBMITTALS:

- The three (3) apparent low bidders for each prime contract shall provide the following information within 72 hours of receipt of bids upon request:
  - Comparable Product / Equivalent Request Form
  - Proposed Subcontractors Form

SECTION 004124 – BID FORM, CONTRACT # 102 HVAC

ADDENDA:

- The receipt of the following Addenda to the Contract Documents is acknowledged:

Addendum No. 1, dated 05/04/17

Addendum No. 2, dated 05/15/17

3 05/16/17

ACCEPTANCE AND EXECUTION OF CONTRACT:

- The undersigned affirms and agrees that this Proposal is a firm one which remains in effect and will be irrevocable for the period of time permitted by the Instructions to Bidders and applicable law. When written notice of acceptance of the Proposal is mailed or delivered to the undersigned within the time period, or anytime thereafter should the Proposal not be withdrawn, the undersigned agrees to execute the Agreement with the Owner and provide the required post-award submittals.

BID PROPOSAL FORM / SIGNATURE PAGE

For Individual Bidder

_____
Name of Bidder (Printed)

_____ _____
Witness (Signature of Individual)

Trading and doing business as*
Business Address

Tax Identification Number

*If fictitious or trade name is employed in conduct of business, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the individual proprietorship under Pennsylvania Law.

BID PROPOSAL FORM / SIGNATURE PAGE

For Partnership Bidder

*
(Name of Partnership)

_____
Name of General Partner (Printed)

By: _____
General Partner

_____
Witness

Business Address

Tax Identification Number

The partners constituting the partnership herein named are:

Partner	Address
Partner	Address
Partner	Address
Partner	Address

[Add additional lines for the names and addresses of additional Partners, if there are more than four Partners in the Partnership, by attaching an additional page or pages to this Bid.]

*If fictitious or trade name is employed by the partnership in conduct of its business, insert name here:

_____

Next, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the partnership under Pennsylvania Law.

BID PROPOSAL FORM / SIGNATURE PAGE

For Corporate Bidder

[Name of Contractor]

Scranton Electric Heating & Cooling Service, Inc.

(Print Name of Corporation)

Attest: Judith A. Newell

Signature of Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or other authorized representative**

Secretary Judith A. Newell

(Print name of representative)

By: _____

Signature of President, Vice President or other authorized representative*

Vice President Harold R. Newell

(Print name of representative)

Tax Identification Number 23-2466578

* If a representative other than the President or a Vice President of the Corporation signs this Bid on its behalf, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to execute this Bid on behalf of the Corporation.

** If a representative other than the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer attests to the signature of the corporate representative, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to attest to the execution of this Bid on behalf of the Corporation.

(1) Complete the following statement:

The Corporation has been organized and is existing under laws of the State/Commonwealth of Pennsylvania

(2) If Corporation has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

(3) If Corporation has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

BID PROPOSAL FORM / SIGNATURE PAGE

For Limited Liability Company (LLC) Bidder

_____
(Print Name of Limited Liability Company)

Attest:_____ By: _____
Signature of an authorized representative* Signature of an authorized representative**

Tax Identification Number _____

* The individual attesting verifies and represents that the person whose signature is affixed to this Bid on behalf of the Limited Liability Company (LLC) is duly authorized in accordance with the representations hereafter set forth.

** Check the box which applies to this Bid:

___The Certificate of Organization provides that LLC is to be managed by managers, and this Bid has been executed by a Manager fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

___The Certificate of Organization does not provide that LLC is to be managed by managers, and this Bid has been executed by a Member fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

___This Bid has been executed by a representative of the LLC who is not a Manager or a Member of the LLC, and instead who holds the office of _____ (insert title), and the execution of this Bid is fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

The Bidder and the individuals signing and attesting to the execution of this document further represent that (1) execution of the Bid is carrying on business in the usual way; (2) the LLC authorizes the execution of this Bid even if execution and submission of this Bid is not carrying on business in the usual way for the LLC; and (3) to the best of the individuals' information and belief, the Owner has no knowledge of the Member's or the Manager's lack of actual authority, or of any applicable and relevant restriction on his or her authority.

Complete the following statement: The LLC has been organized and is existing under laws of the State/Commonwealth of _____.

If the LLC has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement: The LLC (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

If the LLC has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as

appropriate, the following statement: The LLC (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Scranton Electric Heating & Cooling Service Inc.
800 Sanderson St.
Throop, PA 18512

SURETY:
(Name, legal status and principal place of business)
Hartford Fire Insurance Company
707 Philadelphia Pike
Wilmington, DE 19809

OWNER:
(Name, legal status and address)
City of Scranton
340 North Washington Ave.
Scranton, PA 18503

BOND AMOUNT: $ 10% of total amount bid

PROJECT:
(Name, location or address, and Project number, if any)
City of Scranton Fire Department Facility Improvements Project
Mechanical Contract

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

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

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

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

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such

Init.
/
AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:39:06 on 05/09/2017 under Order No.6997610311_1 which expires on 12/22/2017, and is not for resale.
User Notes:
(1112305015)

statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26 day of May , 2017

	Scranton Electric Heating & Cooling Service Inc.
	(Contractor as Principal) *(Seal)*
(Witness)	*(Title)* VICE PRESIDENT
	Hartford Fire Insurance Company
	(Surety) *(Seal)*
(Witness)	*(Title)* Gina M. Pepe, Attorney-in-Fact

Init.

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:39:06 on 05/09/2017 under Order No.6997610311_1 which expires on 12/22/2017, and is not for resale.
User Notes:
(1112305015)

CONSENT OF SURETY

We, the undersigned surety, Hartford Fire Insurance Company

a corporation organized and existing under the State of Connecticut
are hereby authorized to do business in the State of Pennsylvania
do hereby consent and agree with City of Scranton

that if the foregoing proposal of Scranton Electric Heating & Cooling Service, Inc.

for City of Scranton Fire Department Facility Improvements Project
Mechanical Contract

be accepted and the contract timely awarded and executed by the Obligee and Principal, that we will, as surety, upon its being so awarded and entered into, become surety for the said project in the sum not to exceed 100% for the faithful performance of said contract.

Signed and dated: May 26, 2017

Hartford Fire Insurance Company
(Surety)

Gina M Pepe

Gina M. Pepe
Attorney-in-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 *or fax:* 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: ANDERSON & CATANIA SURETY SVCS LLC
Agency Code: 39-424361

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Richard G. Anderson, Nancy C. Buck, Joseph T. Catania, Brent D. Headley, Mary Lawrence, Denise A. Medlar, Gina M. Pepe of WILMINGTON, Delaware

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney

John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority

Nora M. Stranko
Notary Public
My Commission Expires March 31, 2018

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 26, 2017

Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President

NON-COLLUSION AFFIDAVIT OF BIDDER

STATE / COMMONWEALTH OF Pennsylvania

COUNTY OF Lackawanna

Harold R Newell, being duly sworn, deposes and says that:

(1) He is Vice President of Scranton Electric Heating & Cooling Service, Inc.
(owner, partner, officer, representative, or agent) (company)

the Bidder who has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not collusive or sham Bid;

(4) Neither the said Bidder nor any if its officers, partners, owners, agents, representatives, employees or parties of interest, including the affiant, has, in any way, colluded, conspired, connived, or agreed to any of the following:

To work directly or indirectly with any other Bidder, firm or person to submit this Bid.

To collude in any way to submit or to have submitted a sham Bid for the Contract for which this Bid has been submitted.

To collude in any way to prevent another Bidder from bidding for this Contract.

To agree, collude, communicate or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid, or in the Bids of any other Bidder.

To fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder.

To secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the (owner) or any person(s) in the proposed Contract.

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest including this affiant.

S/

Vice President Title

Subscribed and sworn to before me this

26th day of May 2017.

BY: Michele S. White

TITLE: Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MICHELE S WHITE
Notary Public
CITY OF SCRANTON, LACKAWANNA COUNTY
My Commission Expires Oct 13, 2019

Note: This document must be completed, signed, notarized and returned with your bid.

AFFIRMATIVE ACTION CERTIFICATION

During the term of this contract, Bidder agrees as follows:

Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of payor other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.

Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will received consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it; such factor shall be considered in mitigation in determining appropriate sanctions.

Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures. Bidder shall comply with all state and federal laws prohibiting

discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not posses documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Date 9-6-17

(Name of Bidder)

By _____

Title _____

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term " segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub- contractors prior to the award of sub-contracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE 9-6-17

(Name of Bidder)

By _____

Title _____

QUALIFICATIONS STATEMENT

Name and address of Contractor-Bidder: Scranton Electric Heating & Cooling Service, Inc.
800 Sanderson Street
Throop PA 18512

Submitted To: SCRANTON CITY

Regarding: FIRE DEPARTMENT FACILITY IMPROVEMENTS PROJECT

1. Companies bidding on this Project must submit as set forth in the Instructions to Bidders this Statement of Bidder's Qualification to Scranton City, hereinafter referred to as the "Owner."

2. Only Companies which are determined to be responsible contractors under applicable laws and the Contract Documents will be designated as qualified bidders at the time awards are made on the prime contracts offered on the Project.

3. The Instructions to Bidders and other Bidding Documents govern the Owner's consideration of this completed Statement of Bidder's Qualification.

4. All Bidders must complete this form and submit it with the Bid by answering all questions, and supplying the requested documents, using the spaces indicated (with additional pages if necessary) and attaching documents as required.

I. Capability

1. State your Company's name and the address of your Company's principal place of business (main office or headquarters).

Scranton Electric Heating & Cooling Service, Inc.

800 Sanderson St. Throop PA 18512

2. State the categories of work for which your Company desires to be considered on the above Project.

Plumbing

Mechanical

3. State your Company's form of organization (sole proprietorship, partnership, corporation, limited liability company, etc.).

Corporation

4. If your Company is a corporation, state:

a. Date of incorporation;

b. Place of incorporation;

c. Names and titles of all officers.

June 1987 Pennsylvania

Harold J. Newell, President

Harold R. Newell, Vice President

Judith A. Newell, Secretary & Treasurer

Use additional pages if necessary.

d. Provide the names of all your Company's subsidiaries, or parent organizations, and all affiliated organizations, giving the relationship of each to your Company.

N/A

Use additional pages if necessary.

5. If your Company is a limited liability company, state:

   a. Date of filing of the certificate of organization;

   b. State where filed;

   c. Names and titles of all officers, members and managers;

N/A

Use additional pages if necessary.

   d. Provide the names of all your Company's subsidiaries, or parent organizations, and all affiliated organizations, giving the relationship of each to your Company.

N/A

Use additional pages if necessary.

6. If your Company is a partnership (including a joint venture), state:

   a. Date of formation;

   b. Under which state's laws the partnership was formed;

   c. Whether partnership is general or limited;

   d. Names and home addresses of all partners (indicate any limited partners).

N/A

Use additional pages if necessary.

e. Names of all organizations controlled by your Company or any of its partners.

N/A

Use additional pages if necessary.

7. If your Company is a sole proprietorship, or some form of organization other than a corporation, an LLC, or partnership, attach the operating agreement or other documentation governing the activities of the organization, and state:

a. The type of organization and the date established;

b. Names and home addresses of each of the principals.

N/A

Use additional pages if necessary.

c. Names of all organizations controlled by your Company or any of its principals.

N/A

Use additional pages if necessary.

8. Regarding ownership and control

a. List all organizations and individuals who have a financial interest greater than 5% in your Company.

N/A

Use additional pages if necessary.

b. Identify any other organization or individual who controls or substantially influences the bidding or operation of your Company.

N/A

Use additional pages if necessary.

9. Provide the numbers, categories and locations of all employees and officers.

President -1, Office	Project Managers -2, Office	Pipefitter Workers -11, Field
Vice President -1, Office	Service Managers -2, Office	Carpenters -2, Field
Secretary -1, Office	Service Technicians -3, Field	Shop Workers -5, Shop
Administrative -4, Office	Sheetmetal Works -12, Field	

Use additional pages if necessary.

10. Is your Company currently registered to do business in Pennsylvania?

Yes

If not, do you have a pending application for registration?

11. Does your Company hold all necessary licenses to perform the work for which you desire to be considered for this Project? If so, identify those licenses.

State Of Pennsylvania PA Contractors # PA024104 Scranton 2004 City Of Wilkes Barre- MPH # 308

Wilkes Barre Twp. Plumbing # 2809 Wilkes Barre Twp. HVAC # 2810

If not, identify all pending applications for those licenses:

12. Identify all your Company's offices located in Dauphin, Cumberland, Perry and Lebanon Counties.

N/A

13. Identify all your Company's offices located elsewhere in the Commonwealth of Pennsylvania.

None

Use additional pages if necessary.

14. How many years has your Company been in business as a Contractor or Subcontractor under your present business name?

29 Years

15. List the years of experience your Company has in the construction of the type required for your contract:

a. as a prime contractor; and

29 Years

b. as a subcontractor.

29 Years

16. State:

a. The percentage of work normally completed using your own employees.

80%

b. The percentage of work your Company intends to complete itself on this Project.

80%

c. The nature of the work your Company will perform itself on this Project and the trades you will employ.

HVAC

Plumbing

Sheet Metal Workers

Pipe Fitters

Use additional pages if necessary.

d. The equipment that you own or lease that is available for work on the Project.

Owned Equipment:

Scissor lifts- size and age vary

Pipe Threading and Grooving Equipment- age varies

Leased Equipment:

Crane- will be sized based on the equipment being set.

Use additional pages if necessary.

e. The nature of the work which your Company would expect to subcontract on this Project.

Balancing Pipe Disinfecting

Insulation

ATC

Use additional pages if necessary.

f. The names and addresses of your Company's major suppliers for this Project

Insert 1

Use additional pages if necessary.

g. A list of all collective bargaining agreements to which you are bound.

None

Use additional pages if necessary.

17. List the three principal officers, administrators, managers and superintendents who will be assigned to the Project -- identification of qualifications, with specific attention to years in present position, years with your Company, years of construction experience, and magnitude and type of work.

Insert 2

Use additional pages if necessary.

18. Identify any work your Company has performed for the Owner for each, identify the location of project, nature of contract (prime, sub, etc.), contract amount, kind of work, and nature of project.

City Fire Departments - Air Filtration - Prime -36,000.00 -Maintenance

Use additional pages if necessary.

19. List other similar projects that your Company has performed in Pennsylvania (up to a maximum of seven of the most recent projects) -- for each, identify the name and address of owner, location of project, nature of contract (prime, sub, etc.), contract amount, kind of work, and nature of project. **You may refer to projects previously identified.**

Insert 3

Use additional pages if necessary.

20. List all of the other projects that involve the **same type of construction** that your company has completed, up to a maximum of seven of the most recent projects -- and for each, identify the name and address of owner, location of project, nature of contract (prime, sub, etc.), contract amount, kind of work, and nature of project. **You may refer to projects previously identified.**

Insert 4

Use additional pages if necessary.

21. List any projects awarded but which your Company failed to complete or on which your Company was declared to be in default -- identify dates, name and address of owner, name and location of project and kind of work, and the reasons the project was not completed.

N/A

Use additional pages if necessary.

22. List any projects for which your Company received change orders, settlements or awards exceeding 10% of the original value of the contract in the last five (5) years.

Insert 5

II. Financial Integrity

1. Upon Owner's request, your company shall provide a complete copy of its most recent financial statement, with an explanation of whether it is a certified statement or a compilation, and including but not limited to the following items:

   a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, materials and prepaid expenses), net fixed assets and other assets;

   b. Current liabilities (accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owners, accrued salaries, accrued payroll taxes), other liabilities, and capital (capital stock, authorized and outstanding shares, par values, earned surplus);

   c. Date of preparation, name and address of preparer;

   d. Identification and relationship to your Company of the organization whose financial statement is provided, if such organization is not the identical organization provided on page 1; and

   e. A statement as to whether the organization whose statement is provided will serve as your Company's guarantor under any contract for construction under this Project.

   Financial information identified as such and enclosed in a separate sealed envelope will be treated as confidential.

   If your company is an LLC with a corporate parent, or other subsidiary, and if your company intends to rely on the financial resources of the parent or other subsidiary, the Company must submit financial information for that entity as well at the same time.

   The Company agrees to provide the financial statement: ✓ Yes ___ No.

   A negative response shall be conclusively treated as nonresponsive and shall disqualify the Bidder.

2. Provide your Company's net working capital (current assets over current liabilities) and date of determination.

   Will submit if low bidder and it is requested

   Use additional pages if necessary.

3. Provide identification of all existing credit lines, with the name, address, and telephone number of the credit source, the total amounts of the lines, amounts drawn down, and amounts remaining.

   Will submit if low bidder and it is requested

   Use additional pages if necessary.

4. List the names of your Company's secured creditors, and the property subject to their security interests.

Will submit if low bidder and it is requested

Use additional pages if necessary.

5. List the names and addresses of your Company's three largest unsecured creditors.

Will submit if low bidder and it is requested

6. Provide the name, address, and telephone number of your Company's surety for the payment and performance bonds, total bonding capacity, and available bonding capacity.

Hartfort Insurance Company, 1000 Continental Dr. Suite 350, King of Prussia, PA Phone: 302-762-7599

We have a $7,500,000 single line with a total capacity of $12,000,000.

Use additional pages if necessary.

7. Has your Company, within the last three (3) years, been in a reorganization under Chapter 11 of the United States Bankruptcy Code, or in any other manner seeking an arrangement or debt adjustment with its creditors? If so, explain.

No

Use additional pages if necessary.

8. Identify any parent, subsidiary, or other company affiliated with your Company which has declared bankruptcy, or been placed into bankruptcy, in the last ten (10) years.

N/A

Use additional pages if necessary.

9. Have any of your officers or principal operating personnel been employed or associated with a company that has been in bankruptcy or ceased to operate at any time in the last ten (10) years? If so, state the person's name, title, and the name of the company involved.

N/A

Use additional pages if necessary.

10. List the name of the Project, the Owner, the Architect or Engineer, the total contract value, the date of completion, and the percentage of work completed with your own forces of the major construction projects which your Company **currently** has under construction, under contract and awarded. **You may refer to projects previously identified.**

Insert 6

Use additional pages if necessary.

11. List the name of the Project, the Owner, the Architect, the Engineer, the total contract value, the date of completion, and the percentage of work completed with your own forces of the major construction projects which your Company has **completed** in the last two (2) years. **You may refer to projects previously identified.**

Insert 7

12. List all unpaid obligations to local, state, or federal taxing authorities, including but not limited to income, withholding and unemployment taxes.

None

Use additional pages if necessary.

13. Identify all cancellations, terminations or rescissions of contracts of insurance or suretyship involving your Company within the last five (5) years.

None

Use additional pages if necessary.

Harold R Newell
(Name of Bidder)

By: [signature]

Vice President
Title

Date: 05/26/2017

Insert 1

SCRANTON ELECTRIC
HEATING & COOLING SERVICE, INC.

List of Major Suppliers:

Suppliers Names	Suppliers Address
HVAC Distributors	341 Enterprise Way Pittston, PA 18640
Keller Equipment	PO Box 173 Loganville PA 17342
Lyon Conklin & Co	550 South Henderson Rd. King Of Prussia, PA 19406
RJ Walkers	1555 N. Keyser Scranton, PA 18504
Ferguson	1116 Longford Road Oaks, PA 19456
Colman Sales	PO Box 275 Clarks Summit, PA 18411
Epsco	700 Scott Street PO Box 1126 Wilkes Barre, PA 18773
Binghamton Hardware	627 Main St. Sugar Notch PA 18706
Johnson Controls	5 Pethick Drive Suite 5 Wilkes Barre PA 18702
Mountain Air	Po Box 598 Tunkhannock PA 18657
EIC Insulation	705 N. Pennsylvania Ave. Wilkes Barre PA 18705

800 SANDERSON ST. · THROOP, PA 18512 · TEL: (570) 343-6370 · FAX: (570) 483-4844
sehcs.com
ID#PA024104

SCRANTON ELECTRIC
HEATING & COOLING SERVICE, INC.

List of Managers & Superintendents and Years of Service:

Name & Address	Years of Mechanical Experience	Yrs with Co.	Qualifications
Harold J. Newell, President	43	28	Trained in all facets of HVAC Service & Installation
Harold R. Newell Vice President	27	27	Trained in all facets of HVAC Service & Installation
Edward Purdy, Pipefitter Foreman	28	28	Trained in all facets of HVAC Service & Installation
Brian Dommes, Pipefitter Foreman	13	12	Trained in all facets of HVAC Service & Installation
Ken Quigley, Sheetmetal General Foreman	22	5	Trained in all facets of HVAC Design & Build, Detailing & Installation
Michael Houlihan, Sheetmetal Foreman	18	4	Trained in all facets of HVAC Service & Installation
Jessica Schmitt	2	2	Project Coordinator

Insert 3

SCRANTON ELECTRIC
HEATING & COOLING SERVICE, INC.

Partial List of Current Projects:

Project Name / Address / Owner	Location	Nature of Contract	Contract Amount	Kind of Work	Nature Project
Griffin Pond Animal Shelter Humane Society of Lackawanna County 967 Griffin Pond Animal Road South Abington PA 18411	967 Griffin Pond Road South Abington, PA 18411	Subcontractor	$724,670.00	Mechanical & Plumbing	New Construction & Renovation
Susquehanna County Library Susquehanna County Historical Society & Free Library Association 18 Monument Street Montrose, PA 18801	458 High School Road Susquehanna County PA	Subcontractor	$648,000.00	Mechanical & Plumbing	New Single Story Library
JCC Scranton Partial Renovation Scranton Jewish Community Center 601 Jefferson Ave. Scranton, PA 18150	601 Jefferson Ave. Scranton, PA 18150	Prime	$1,291,982.00	Mechanical & Plumbing	Partial Renovation & MEP upgrades
GWV L5 & L6 Bed Capacity Geisinger Health System 100 North Academy Ave. Danville PA 17822	1000 E. Mountain Blvd. Wilkes Barre PA 18711	Prime	$426,123.00	Mechanical & Plumbing	Bed Conversion
Forest City Regional School Forest City Regional School District 100 Susquehanna St. Forest City, PA 18421	100 Susquehanna St Forest City, PA 18421	Prime	$633,465.00	Mechanical & Plumbing	Additions and Renovation

800 SANDERSON ST. · THROOP, PA 18512 · TEL: (570) 343-6370 · FAX: (570) 483-4844
sehcs.com
ID#PA024104

Insert 3

SCRANTON ELECTRIC
HEATING & COOLING SERVICE, INC.

Partial List of Current Projects:

Project Name / Address / Owner	Location	Nature of Contract	Contract Amount	Kind of Work	Nature Project
Gino Merli Veterans Center Commonwealth of Pennsylvania Department of General Services Harrisburg, PA 17125	401 Penn. Ave. Scranton, PA 18503	SubContractor	$605,723.00	Plumbing	Renovation & General Repairs

800 SANDERSON ST. · THROOP, PA 18512 · TEL: (570) 343-6370 · FAX: (570) 483-4844
sehcs.com
ID#PA024104

Insert 4

SCRANTON ELECTRIC
HEATING & COOLING SERVICE, INC.

Partial List of Similar Closed Projects:

Project Name / Address / Owner	Location	Nature of Contract	Contract Amount	Kind of Work	Nature Project
Blakely Police Station Addition & Renovation Blakely Borough 1439 Main Street Peckville, PA 18452	1439 Main St. Peckville, PA 18452	Subcontractor	$58,000.00	Mechanical & Plumbing	New Addition & Renovation
Mohegan Sun Arena Interior Renovation Luzerne County Convention Center Authority 255 Highland Park Blvd. Wilkes Barre Twp, PA 18702	255 Highland Park Blvd. Wilkes Barre Twp., PA	Prime	51,998.00	Plumbing	Interior Renovation
Mohegan Sun Arena Interior Renovation Luzerne County Convention Center Authority 255 Highland Park Blvd. Wilkes Barre Twp, PA 18702	255 Highland Park Blvd. Wilkes Barre Twp., PA	Prime	37,759.00	Mechanical	Interior Renovation
Olyphant Borough Elevator & Toilet Renov. Olyphant Borough Officials 113 Willow Avenue Olyphant, PA 18447	113 Willow Avenue Olyphant, PA 18447	Subcontractor	$31,500.00	Plumbing	Toilet Room Renovation

800 SANDERSON ST. · THROOP, PA 18512 · TEL: (570) 343-6370 · FAX: (570) 483-4844
sehcs.com
ID#PA024104

Insert 4

SCRANTON ELECTRIC
HEATING & COOLING SERVICE, INC.

Partial List of Similar Closed Projects:

Project Name / Address / Owner	Location	Nature of Contract	Contract Amount	Kind of Work	Nature Project
Dickson City Maintenance Garage Borough of Dickson City 901 Enterprise Street Dickson City, PA 18519	901 Enterprise Street Dickson City, PA 18519	Subcontractor	$58,400.00	Mechanical & Plumbing	Renovation & Alterations

800 SANDERSON ST. · THROOP, PA 18512 · TEL: (570) 343-6370 · FAX: (570) 483-4844
sehcs.com
ID#PA024104

Insert 5

SCRANTON ELECTRIC
HEATING & COOLING SERVICE, INC.

Change Orders Received in the last Five years over 10%:

Project	Contract Amount	Change Order	Reason
U of S St. Thomas Hall	$391,933.00	$54,238.18	Owner Request
Geisinger CMC IT upgrade	$176,832.00	$37,889.00	Design Revision
JATC Facility Plumbing	$100,456.00	$11,957.00	Owner Request
U of S McGurrin Utility Relocation	$541,546.00	$95,224.44	Added Phases
FM Kirby HVAC	$163,907.00	$57,988.92	Owner Request
Lakeland High School 2014 Renovation	$212,063.00	$26,007.99	Design Revision
Geisinger Mt. Top Clinic	$399,950.00	$148,287.47	Design Revision
MTH OB Dept. Upgrade	$48,532.00	$20,850.99	Owner Request
JCC Aquatic Facilities Renovation	$177,000.00	$38,047.34	Design Revision
Geisinger Baltimore Drive Renovation	$108,916.00	$24,086.58	Owner Request
U of S McGurrin Hall Renovation	$147,642.00	$675,636.53	Added Phases
GWV New EP Suite	$595,255.00	$63,055.10	Owner Request
JCC Scranton Partial Renovation	$1,291,982.00	$195,531.95	Owners Request
Army Reserve Center Ashley	$299,000.00	$295,000.00	Owners Request

800 SANDERSON ST. · THROOP, PA 18512 · TEL: (570) 343-6370 · FAX: (570) 483-4844
sehcs.com
ID#PA024104

Insert 6

SCRANTON ELECTRIC
HEATING & COOLING SERVICE, INC.

Partial List of Current Projects: Project Name / Owner	Architect	Contract Amount	Date of Completion	% By own Forces
Griffin Pond Animal Shelter Humane Society of Lackawanna County	Joseph/Romanski	$724,670.00	March 2017	76%
Susquehanna County Library Susquehanna County Historical Society & Free Library Association	Thomas Horlacher	$648,000.00	May 2017	63%
JCC Scranton Partial Renovation Scranton Jewish Community Center	Brawer & Hauptman	$1,291,982.00	May 2017	80%
GWV L5 & L6 Bed Capacity Geisinger Health System	Martin Rogers	$426,123.00	2017	98%
Forest City Regional School Forest City Regional School District	KCBA	$633,465.00	December 2017	94%
Gino Merli Veterans Center Commonwealth of Pennsylvania	Hemmler & Camayd	$605,723.00	January 2018	92%
Lackawanna Energy Center Kiewit	GBA P.A. Association	$2,125,979.00	Winter 2018	83%

800 SANDERSON ST. · THROOP, PA 18512 · TEL: (570) 343-6370 · FAX: (570) 483-4844
sehcs.com
ID#PA024104

Insert 7

SCRANTON ELECTRIC
HEATING & COOLING SERVICE, INC.

Partial List of Completed Projects:

Project Name / Owner	Architect	Contract Amount	Date Completed	% By own Forces
Kmart Boiler Replacement Sears Holdings Management	Harry Jeffcoat	$124,731.00	01/13/17	70%
Kings College Boiler replacement Kings College	Quad 3	$115,204.00	03/09/17	87%
St. John the Evangelist Boiler Replace	HSA Associates	$385,000.00	09/03/16	86%
North Pocono School Misc. Projects North Pocono School District	BDA Architects	$317,456.92	08/24/16	43%
Montrose Choconut Elementary Montrose Area School	Barry Isett & Associates	$30,241.00	08/17/16	85%
Geisinger Wyoming Valley New EP Suite Geisinger System Services	N/A	$620,122.00	07/30/16	90%
Gertrude Hawk Branded Product Phase II Gertrude Hawk	Reilly Associates	$69,057.00	07/15/16	93%
Gertrude Hawk New Panning RM Gertrude Hawk	Reuther + Bowen	$58,400.00	07/15/16	77%

800 SANDERSON ST. · THROOP, PA 18512 · TEL: (570) 343-6370 · FAX: (570) 483-4844
sehcs.com
ID#PA024104

Insert 7

SCRANTON ELECTRIC
HEATING & COOLING SERVICE, INC.

Project Name / Owner	Architect	Contract Amount	Date Completed	% By own Forces
Wayne Memorial Cath lab Wayne Memorial Hospital	BDA Architects	$776,765.00	05/13/16	92%
Peoples Security Bank- Kingston Peoples Security Bank	Borton Lawson	$525,356.00	02/16/16	85%
Lackawanna Children's Library Lackawanna County	Thomas Horlacher	$69,987.00	02/16/16	83%
U of S Rehabilitation Center University of Scranton	Hemmler & Camayd	$4,512,727.00	11/27/15	94%
Geisinger Mountain Top Geisinger System Services	Borton Lawson	$534,901.00	10/17/15	94%
Geisinger Pittston Geisinger System Services	WKL Architects	$902,000.00	09/22/15	96%
Greenspace HVAC Greenspace Properties LLC	R+D Architecture	$995,000.00	11/20/15	90%
Greenspace Plumbing Greenspace Properties LLC	R+D Architecture	$436,000.00	11/20/15	100%

800 SANDERSON ST. · THROOP, PA 18512 · TEL: (570) 343-6370 · FAX: (570) 483-4844
sehcs.com
ID#PA024104

Insert 7

SCRANTON ELECTRIC
HEATING & COOLING SERVICE, INC.

Project Name / Owner	Architect	Contract Amount	Date Completed	% By own Forces
JCC Aquatic Facility Renov. Scranton JCC	Wallover Architects	$215,047.00	11/07/15	99%
Pittston Memorial Library Pittston Memorial Library	Ballina Design Group	$115,800.00	07/25/15	99%

800 SANDERSON ST. · THROOP, PA 18512 · TEL: (570) 343-6370 · FAX: (570) 483-4844
sehcs.com
ID#PA024104

SCRANTON ELECTRIC HEATING AND COOLING SERVICES, INC.

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2016 AND 2015

GINADER JONES & CO., LLP

Certified Public Accountants

SCRANTON ELECTRIC HEATING
AND COOLING SERVICES, INC.

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2016 AND 2015

SCRANTON ELECTRIC HEATING AND COOLING SERVICES, INC.
INDEX TO FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2016 AND 2015

	PAGE
Independent Accountant's Review Report	1 - 2
Balance Sheets	3 - 4
Statements of Income and Retained Earnings	5
Statements of Cash Flows	6
Notes to Financial Statements	7 - 11
Supplementary Information:	
Schedule I - Cost of Sales	12
Schedule II - Operating Expenses	13

GINADER JONES & CO., LLP
Certified Public Accountants

Michael A. Lawrence, CPA
Eric D. Davis, CPA

Founders: George W. Ginader, CPA (1968-2012)
John C. Jones, CPA (1974-2003)

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Officers and Directors of
Scranton Electric Heating and Cooling Services, Inc.
Throop, Pennsylvania

We have reviewed the accompanying financial statements of Scranton Electric Heating and Cooling Services, Inc., which comprise the balance sheets as of December 31, 2016 and 2015, and the related statements of income and retained earnings and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

1 Highlands Boulevard, Suite 201, Archbald, PA 18403 | 570-347-3377 | Fax 570-347-1734
www.ginaderjones.com mail@ginaderjones.com

Member: American Institute of Certified Public Accountants

GINADER JONES & CO., LLP
Certified Public Accountants

Michael A. Lawrence, CPA
Eric D. Davis, CPA

Founders: George W. Ginader, CPA (1968-2012)
John C. Jones, CPA (1974-2003)

Supplementary Information

The supplementary information included in Schedules I and II is presented for purposes of additional analysis and is not a required part of the basic financial statements. The information is the representation of management. We have reviewed the information and, based on our reviews, we are not aware of any material modifications that should be made to the information in order for it to be in accordance with accounting principles generally accepted in the United States of America. We have not audited the information and, accordingly, do not express an opinion on such information.

Ginader, Jones & Co., LLP

GINADER, JONES & CO., LLP
May 17, 2017

1 Highlands Boulevard, Suite 201, Archbald, PA 18403 | 570-347-3377 | Fax 570-347-1734
www.ginaderjones.com mail@ginaderjones.com

Member: American Institute of Certified Public Accountants

SCRANTON ELECTRIC HEATING AND COOLING SERVICES, INC.
BALANCE SHEETS
DECEMBER 31, 2016 AND 2015

	2016	2015
ASSETS		
CURRENT ASSETS		
Cash	$ 33,113	$ 36,238
Accounts Receivable, Contracts	1,799,797	1,264,604
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts	48,641	129,784
Inventory	448,957	270,971
Prepaid Expenses	24,897	8,476
TOTAL CURRENT ASSETS	2,355,405	1,710,073
PROPERTY AND EQUIPMENT		
Leasehold Improvements	65,710	9,450
Tools and Equipment	242,833	391,891
Office Equipment	35,749	33,373
Transportation Equipment	660,271	752,977
	1,004,563	1,187,691
Less: Accumulated Depreciation	527,924	778,400
NET PROPERTY AND EQUIPMENT	476,639	409,291
OTHER ASSET		
Cash Surrender Value, Life Insurance (Net of Loan)	1,204	2,827
TOTAL ASSETS	$ 2,833,248	$ 2,122,191

The accompanying notes and independent accountant's review report are integral parts of these financial statements.

SCRANTON ELECTRIC HEATING AND COOLING SERVICES, INC.
BALANCE SHEETS (Continued)
DECEMBER 31, 2016 AND 2015

	2016	2015
LIABILITIES AND STOCKHOLDER'S EQUITY		
CURRENT LIABILITIES		
Current Portion of Long-Term Debt	$ 51,471	$ 49,291
Line of Credit	545,343	456,389
Accounts Payable	875,802	451,557
Sales Tax Payable	977	738
Payroll Taxes Payable	34,796	26,073
Accrued Expenses	43,670	27,763
Union Expenses Payable	93,875	96,689
Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts	91,531	12,509
TOTAL CURRENT LIABILITIES	1,737,465	1,121,009
LONG-TERM DEBT, NET OF CURRENT PORTION	74,369	80,762
TOTAL LIABILITIES	1,811,834	1,201,771
STOCKHOLDER'S EQUITY		
Common Stock, $1 Par Value, 1,000 Shares Authorized, Issued, and Outstanding	1,000	1,000
Additional Paid-in Capital	58,982	58,982
Retained Earnings	961,432	860,438
TOTAL STOCKHOLDER'S EQUITY	1,021,414	920,420
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	$ 2,833,248	$ 2,122,191

The accompanying notes and independent accountant's review report are integral parts of these financial statements.

SCRANTON ELECTRIC HEATING AND COOLING SERVICES, INC.
STATEMENTS OF INCOME AND RETAINED EARNINGS
YEARS ENDED DECEMBER 31, 2016 AND 2015

	2016	2015
SALES	$ 7,335,634	$ 9,364,801
COST OF SALES	6,058,483	7,956,715
GROSS PROFIT	1,277,151	1,408,086
OPERATING EXPENSES	1,110,402	1,255,434
INCOME FROM OPERATIONS	166,749	152,652
OTHER INCOME (EXPENSE)		
Interest and Finance Charges	-	958
Interest Expense	(29,755)	(23,405)
NET OTHER EXPENSE	(29,755)	(22,447)
NET INCOME	136,994	130,205
Retained Earnings, Beginning of Year	860,438	762,833
Less: Distributions to Stockholder	(36,000)	(32,600)
RETAINED EARNINGS, END OF YEAR	$ 961,432	$ 860,438

The accompanying notes and independent accountant's review report are integral parts of these financial statements.

SCRANTON ELECTRIC HEATING AND COOLING SERVICES, INC.
STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2016 AND 2015

	2016	2015
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income	$ 136,994	$ 130,205
Adjustments:		
Depreciation	92,043	76,895
Cash Surrender Value, Life Insurance	1,623	2,404
Changes in:		
Accounts Receivable	(535,193)	(61,850)
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts	81,143	51,121
Inventory	(177,986)	62,736
Prepaid Expenses	(16,421)	11,769
Accounts Payable and Accrued Expenses	446,300	(27,984)
Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts	79,022	(29,526)
Net Cash Provided by Operating Activities	107,525	215,770
CASH FLOWS FROM INVESTING ACTIVITIES		
Property and Equipment Additions	(113,880)	(16,799)
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal Payments on Long-Term Debt	(49,724)	(86,833)
Net Proceeds from (Repayments on) Line of Credit	88,954	(307,513)
Principal Repayments on Stockholder Loan	-	(103,590)
Distributions to Stockholder	(36,000)	(32,600)
Net Cash Provided by (Used in) Financing Activities	3,230	(530,536)
NET DECREASE IN CASH	(3,125)	(331,565)
Cash, Beginning of Year	36,238	367,803
CASH, END OF YEAR	$ 33,113	$ 36,238
SUPPLEMENTAL CASH FLOWS INFORMATION:		
Interest Paid	$ 29,694	$ 23,405
Property acquired via debt obligations	$ 45,511	$ 46,306

The accompanying notes and independent accountant's review report are integral parts of these financial statements.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Nature of Operations

Scranton Electric Heating and Cooling Services, Inc. (the Company) was incorporated in the Commonwealth of Pennsylvania on March 16, 1987. The Company is engaged in residential and commercial heating and cooling service contracting in Northeastern Pennsylvania.

Method of Accounting

The Company has prepared its financial statements using the accrual basis of accounting.

Revenue Recognition

The Company reports income on the percentage of completion method, which recognizes income as work on a contract progresses. The percentage of completion is determined by relating the actual cost of work performed to date to the total estimated costs of the respective contract. Billings and costs of these contracts that are in a preliminary stage are deferred.

Contract costs include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, equipment rental, and depreciation. General and administrative costs are charged to expense as incurred. Changes in job performance, job conditions, and estimated profitability, including those arising from contract penalty provisions, and final contract settlements may result in revisions to costs and income and are included in revenues when realization is probable and can be reliably estimated.

The asset, "Costs and Estimated Earnings in Excess of Billings" represents revenues recognized in excess of amounts billed.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect reported assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statements of cash flows, the Company considers all cash on hand and on deposit with financial institutions to be cash.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounts Receivable, Contracts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. The provision for bad debts for 2016 and 2015 was $8,946 and $39,075, respectively. Accounts receivable past due more than 90 days at December 31, 2016 and 2015 totaled $73,000 and $349,000, respectively.

Inventory

Inventory is stated at the lower of cost (first-in, first-out method) or market.

Property and Equipment

Property and equipment are recorded at cost. Betterments that increase the estimated useful lives of the assets are capitalized. Repairs and maintenance are charged to expense as incurred. Depreciation is provided using either the straight line or declining balance methods over the estimated useful lives of the related assets, which range from five (5) to thirty-nine (39) years. Depreciation expense for 2016 and 2015 was $92,043 and $76,895, respectively.

Advertising

The Company expenses advertising costs as they are incurred. Advertising expense amounted to $4,350 and $7,4701 in 2016 and 2015, respectively.

Income Taxes

The Company has elected to be treated as an "S" corporation under Section 1371 of the Internal Revenue Code. Therefore, it does not pay corporate income taxes on its taxable income. Instead, the stockholders are liable for individual income taxes on the Company's taxable income. The Company is liable for an annual franchise tax imposed by the state of Pennsylvania.

NOTE 2 - CASH SURRENDER VALUE, LIFE INSURANCE

The Company is the owner and beneficiary of a $350,000 life insurance policy with The Equitable Life Insurance Company on its sole stockholder. The net cash surrender value of this policy at December 31, 2016 and 2015 was $1,204 and $2,827, respectively.

NOTE 3 - COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

At December 31, 2016 and 2015, costs and estimated earnings on uncompleted contracts consisted of the following:

	2016	2015
Costs Incurred to Date on Uncompleted Contracts	$ 858,841	$ 5,755,756
Estimated Earnings on Contracts	269,767	1,251,490
	1,128,608	7,007,246
Less: Billings to Date	1,171,498	6,889,971
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts	$ (42,890)	$ 117,275

These amounts are included in the balance sheets under the following captions:

Costs and estimated earnings in excess of billings on uncompleted contracts	$ 48,641	$ 129,784
Billings in excess of costs and estimated earnings on uncompleted contracts	(91,531)	(12,509)
TOTAL	$ (42,890)	$ 117,275

NOTE 4 - LINE OF CREDIT

The Company has a working capital line of credit agreement with a local financial institution, under which it may borrow up to $1,000,000 at prime plus 1% (presently 4.75%). The interest rate is subject to an interest rate floor of no less than 4.25%. Advances on the line of credit were $545,343 and $456,389 at December 31, 2016 and 2015, respectively. The line of credit is secured primarily by receivables, equipment, and inventory, and expires July 31, 2017, subject to annual renewal.

NOTE 5 - LONG-TERM DEBT

At December 31, 2016, the Company had ten (10) notes payable to financial institutions with a total principal balance due of $125,840. These notes are payable in monthly installments varying from $329 to $795, including interest ranging from 2.08% to 3.74%. They are secured by business assets. At December 31, 2015, the Company had nine (9) notes payable to financial institutions with a total principal balance due of $130,053.

NOTE 5 - LONG-TERM DEBT (Continued)

Debt maturities are as follows: 2017 - $51,471; 2018 - $37,534; 2019 - $21,315; 2020 - $15,520.

NOTE 6 - RELATED PARTY TRANSACTIONS

The Company leases its operating facilities from its sole stockholder and an affiliated LLC under the terms of month-to-month verbal agreements. Rent expense under these agreements amounted to $184,250 and $124,750 during 2016 and 2015, respectively.

NOTE 7 - MAJOR CUSTOMER

During 2016, the Company reported sales to a single customer of 17% of the Company's net sales. Trade accounts receivable from the same customer represented 24% of total at December 31, 2016.

During 2015, the Company reported sales to two customers of 38% of the Company's net sales. Trade accounts receivable from the same customers represented 41% of total at December 31, 2015. Costs and estimated earnings in excess of billings on uncompleted contracts with these customers were 59% of total at December 31, 2015.

NOTE 8 - CONCENTRATION OF CREDIT RISK

The Company maintains its cash balances at several financial institutions. Accounts at these institutions are insured by the Federal Deposit Insurance Corporation up to $250,000. At December 31, 2016 and 2015, the Company's uninsured cash balance was $0 at both dates.

NOTE 9 - FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of financial instruments, including cash, accounts receivable, and accounts payable approximate their fair market value due to the short term maturities of these instruments. The carrying value of notes payable approximates their fair value based on current market rates and conditions.

NOTE 10 - INCOME TAXES

Accounting principles generally accepted in the United States of America require management to evaluate tax positions taken by the Company and recognize a tax liability if the Company has taken an uncertain position that more likely than not would not be sustained upon examination by the Internal Revenue Service. Management has analyzed the tax positions taken by the Company, and has concluded that as of December 31, 2016, there are no uncertain positions taken or expected to be taken that would require recognition of a liability or disclosure in the financial statements. The Company is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. Management believes it is no longer subject to income tax examinations for tax years prior to 2014.

NOTE 11 - SUBSEQUENT EVENTS

Subsequent events were evaluated through May 17, 2017, which is the date the financial statements were available to be issued.

SCRANTON ELECTRIC HEATING AND COOLING SERVICES, INC.
SCHEDULE I - COST OF SALES
YEARS ENDED DECEMBER 31, 2016 AND 2015

	2016	2015
COST OF SALES		
Beginning Inventory	$ 270,971	$ 333,707
Purchases	2,392,461	3,408,188
Wages	1,767,064	2,130,608
Union Expenses	832,966	1,046,723
Subcontractors	629,541	721,531
Building Rent	184,250	124,750
Payroll Taxes	177,824	200,625
Depreciation	92,043	76,895
Truck and Vehicle Expenses	91,538	103,981
Shop Expenses	68,782	80,678
TOTAL	6,507,440	8,227,686
Less: Ending Inventory	448,957	270,971
TOTAL COST OF SALES	$ 6,058,483	$ 7,956,715

The accompanying notes and independent accountant's review report are integral parts of these financial statements.

SCRANTON ELECTRIC HEATING AND COOLING SERVICES, INC.
SCHEDULE II - OPERATING EXPENSES
YEARS ENDED DECEMBER 31, 2016 AND 2015

	2016	2015
OPERATING EXPENSES		
Officers' and Manager Salaries	$ 207,453	$ 208,629
Office Wages	180,778	181,265
Insurance	122,008	121,705
Health Insurance	117,665	109,342
Permits, Plans, Bonds, and Licenses	106,293	63,705
Travel	79,018	127,111
General	72,536	84,383
Payroll Taxes	39,034	50,157
Computer and Payroll Processing Fees	37,137	27,504
Office Supplies	32,548	35,518
Utilities	25,812	25,048
Telephone	21,991	23,608
Building Repairs and Maintenance	14,833	16,917
Training Programs	12,175	45,883
Meals and Entertainment	12,012	18,009
Bad Debts	8,946	39,075
Refuse and Snow Removal	5,861	6,195
Professional Fees	4,970	23,707
Advertising and Donations	4,350	7,401
Dues and Subscriptions	3,028	6,761
Life Insurance	1,623	2,404
PA Capital Stock Tax	296	375
Penalties and Interest	35	31
Building Relocation Expense	-	23,208
Other Taxes	-	7,493
TOTAL OPERATING EXPENSES	$ 1,110,402	$ 1,255,434

The accompanying notes and independent accountant's review report are integral parts of these financial statements

RECEIVED
SEP 21 2017
OFFICE OF CITY
COUNCIL/CITY CLERK

Scranton
PENNSYLVANIA
DEPARTMENT OF LAW
CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

September 20, 2017

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH SCRANTON ELECTRIC HEATING AND COOLING SERVICE, INC. FOR HVAC SERVICES FOR THE CITY OF SCRANTON FIRE DEPARTMENT FACILITY IMPROVEMENT PROJECT

Respectfully,

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

5D

RESOLUTION NO. _____

2017

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH MIKE WALSH ELECTRICAL, INC. FOR ELECTRICAL SERVICES FOR THE CITY OF SCRANTON FIRE DEPARTMENT FACILITY IMPROVEMENT PROJECT.

WHEREAS, a request for Proposal was advertised for Electrical Services for the City of Scranton Fire Department Facility Improvement Project, and two (2) proposals were submitted for review; and

WHEREAS, after review of the proposals submitted, it was determined that it would be in the best interest of the City to award the Contract for Electrical Services to Mike Walsh Electrical, Inc. for the reasons provided in the Memo attached hereto from the Business Administrator and letter dated June 29, 2017 from the Project Manager of Highland Associates, Ltd.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are authorized to execute and enter into a Contract for Electrical Services for the City of Scranton Fire Department Improvement Project substantially in the form attached hereto, marked as Exhibit "A" and incorporated herein by reference, with Mike Walsh Electrical, Inc.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intend of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

CONTRACT

This contract entered into this ____ day of _____ 2017 effective from _____ to _____ by and between the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

MIKE WALSH ELECTRICAL, INC.
927 NORTH STATE STREET
CLARKS SUMMIT, PA 18411
PHONE NO. (570) 969-2442

hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Scranton desires the Contractor to perform certain work and services in accordance with the terms and conditions hereinafter set forth and the Contractor is ready, willing and able to perform such work and services.

NOW THEREFORE, in consideration of the promises contained herein and the promises each to the other made, the parties do agree and intend to be legally bound as follows:

ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general fields of providing electrical services for City of Scranton Fire Department Facility Improvement Project for Licensed General and Prime Contractors. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

Electrical Services for
City of Scranton Fire Department Facility Improvement Project
for Licensed General and Prime Contractors
per the attached Bid Proposal and Specifications
for the lump sum bid of $109,000.00

Said services to be furnished and delivered in strict and entire conformity with Scranton's Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference thereto and the Bid Proposal submitted by Mike Walsh Electrical, Inc. dated May 25, 2017 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal and Specifications are hereby made part of this Agreement as fully and with the same effect as if set forth at length herein.

ARTICLE II - GENERAL

(1) In the performance of the work and services hereunder, the Contractor shall act solely as an independent contractor, and nothing contained or implied shall at any time be so construed as to create the relationship of employer and employee, partnership, principal/agent, or joint adventurer as between Scranton and the Contractor.

(2) Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights, or of any other rights hereunder,

ARTICLE III - FEES

Said services to be furnished and delivered in strict and entire conformity with the Bid Proposal and Specifications attached hereto. Said Bid Proposal and Specifications are incorporated herein by reference as though set forth at length.

Scranton agrees to pay the Contractor for furnishing the above services if said services are provided in full compliance with the terms and conditions of this Contract to the satisfaction and approval of the Business Administrator. Such approval shall not be unreasonably withheld. The terms and conditions of this contract are set forth herein and may be supplemented by any attachments or exhibits incorporated herein by reference.

ARTICLE IV - INDEMNIFICATION

The Contractor shall indemnify, defend, and hold harmless Scranton from and against any and all claims and actions, based upon or arising out of damage to property or injuries to person or other acts caused or contributed to by Contractor or anyone acting under the Contractor's direction or control or on the Contractor's behalf in the course of the Contractor's performance under this contract.

ARTICLE V - INSURANCE

(1) Contractor represents that it now carries, and agrees it will continue during the term of this Contract to carry, at a minimum: Workers' Compensation, Comprehensive General and Contractual Liability, and Professional Liability Insurance in the following amounts:

TYPE OF INSURANCE	LIMITS OF LIABILITY
Workers' Compensation	Statutory
Employer's Liability	$ 500,000.00
Professional Liability	$1,000,000.00 each occurrence $1,000,000.00 aggregate
Comprehensive General Liability (including Blanket Contractual Liability Insurance)	
Bodily Injury	$ 1,000,000 each person $ 1,000,000 each occurrence $ 1,000,000 aggregate
Property Damage	$ 500,000 each occurrence
Personal Injury	$ 500,000
Comprehensive Automobile Liability:	
Bodily Injury	$ 300,000 each person $ 500,000 each occurrence
Property Damage	$ 500,000 each occurrence

(2) Certificates of all insurance provided by the Contractor shall be available for Scranton's review and will be furnished to Scranton if requested. Such copies of certificates shall include the following:

(a) Name of insurance company, policy number, and expiration data;
(b) The coverage required and the limits on each, including the amount of

deductibles or self-insured retentions (which shall be for the account of the Contractor);

(c) A statement indicating Scranton shall receive thirty (30) days notice of cancellation or significant modification of any of the policies which may affect Scranton's interest;

(d) A statement confirming Scranton has been named an additional insured (except for Worker's Compensation) on all policies; and

(e) A statement confirming that Scranton, its agents and employees, have been provided a waiver of any rights or subrogation, which the Contractor may have against them.

ARTICLE VI: TERMINATION OF CONTRACT

If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or in the event of violation of any of the covenants contained herein, or in the event of violation of the laws applicable to implementation of the project contemplated by this Agreement, or in the event of misuse of finds, mismanagement, criminal activity or malfeasance in the implementation of this Agreement, Scranton shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR specifying the effective date of termination. Said notice shall be given in writing to the CONTRACTOR and will be effective upon receipt by the CONTRACTOR. In such an event, all project records, unused grant monies, and such amounts as may have been expended contrary to the terms of this Agreement shall be returned to the Scranton.

ARTICLE VII: DEFAULT

In the event of a default by Contractor under this Agreement, the defaulting party then shall reimburse the non defaulting party for all costs and expenses incurred by the non defaulting party in connection with the default, including without limitation, court costs and attorneys fees at the trial level and on appeal.

ARTICLE VIII: JURISDICTION

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and all obligations hereunder are to be performed in Lackawanna County, Pennsylvania. Jurisdiction over the subject matter and performance of this Agreement is therefore vested in the Lackawanna County Court of Common Pleas.

ARTICLE IX - ENTIRE AGREEMENT

This contract constitutes the entire agreement between Scranton and Contractor. It supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter thereof and if it has been induced by no representations, statements, or agreements other than those expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

IT IS FURTHER UNDERSTOOD AND AGREED that this contract is entered into under and subject to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, approved March 7, 1901, its supplements and amendments, and the liability of the City of Scranton herein limited to the amount appropriated for the same and subject to the Section 6-13 of the Administrative Code of the City of Scranton which limits payments of money out of the City Treasury to appropriations made by the Council

IN WITNESS WHEREOF the parties hereto have, in due form of law, caused this agreement to be executed the day and year first above written.

ATTEST:

_____
CITY CLERK

DATE: _____

BY: _____
MAYOR

DATE: _____

COUNTERSIGNED:

_____
CITY CONTROLLER

DATE: _____

_____
BUSINESS ADMINISTRATOR

DATE: _____

APPROVED AS TO FORM:

_____
CITY SOLICITOR

DATE: _____

MIKE WALSH ELECTRICAL, INC.

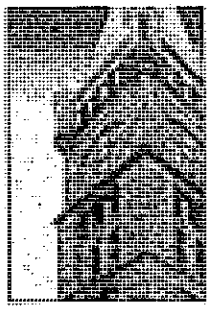
_____
BY:

TITLE: _____

DATE: _____

BUSINESS ADMINISTRATION

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



SCRANTON

July 21, 2017

Memo

To: William Courtright, Mayor
Jessica Boyles
Lori Reed, City Clerk
Patrick Hinton, Department of Licenses and Permits Director
Patrick DeSarno, Fire Chief

From: David Bulzoni, Business Administrator

Re: Fire House Improvement Project Bid Awards

All,

The City of Scranton received bids for the above project on May 26, 2017. The City's designated project architect and engineer, Highland Associates reviewed the bids and issued their recommendations with an attached tabulation of the cost proposals received from each contractor. The MultiScape bid was rejected because the bid bond was not received at the designated time of bid opening.

In accordance with the previously completed assessment dated March 30, 2016, the project was bid with both recommended and required components. Highland Associates completed the assessment to identify needed improvements. The assessment was the basis for the construction of the bid package. In an effort to compress costs, the City requested two distinct proposal formats: a comprehensive bid proposal for the entire project and separate bids for distinct project components. The attached bid chart lists those base bids associated with the required components of the project, as defined in the assessment, and those recommended components deemed necessary for completion by Highland. A chart identifies the recommended components by key. Those recommended components of the project, or as referred to in the bid package as add alternates, are delineated separately in the cost chart prepared by Highland. The total bid award for the project is based on the evaluation of the comprehensive and component bids. As an example, where the plumbing bids received as project components were less than the comparable costs associated with the comprehensive bid, those parts of the project will be undertaken by separate contractors. The project, therefore, will be awarded to four companies who submitted bids: one comprehensive bid will be awarded to Mar-Paul and component bids will be awarded to Scranton Electric and Mike Walsh Electrical.

Because the Mar-Paul bid includes roof replacement and restoration work, the Office of Business Administration recommends a prompt approval of this comprehensive bid package

prior to the Council adjournment for the August recess, with component bid approvals to follow in September. The recommendation is made because of the timeliness needed to complete the roofing component of the project, which is part of the comprehensive bid package received by Mar-Paul. Generally the component bids received by Scranton Electric and Mike Walsh Electrical will consist of interior work and may be subject to the full approval process in September.

Please review the attachments as needed. A meeting with the contractors selected for the project will occur on July 27 at noon to discuss the project. Council members are welcome to attend.

Please refer any questions to my office as needed. Thank you for your consideration.

Therefore, Office of the Business Administrator, based on the Highland Associates review, recommends the approval of the proposal submitted by Mar-Paul Inc. (comprehensive), Scranton Electric (HVAC and Plumbing), and Mike Walsh Electrical (Electrical), Inc. and subsequent contracts for each.

HIGHLAND
ASSOCIATES

June 29, 2017

Mr. David Bulzoni
City of Scranton
Office of Business Administration
340 North Washington Ave
Scranton, PA 18503

RE: **Fire Department Facility Renovations – Bid Recommendation**

Dear Mr. Bulzoni,

Based on bid's received (May 26, 2016) for the above mentioned project and selected alternates determined by the Fire Department, the following contractors are recommended to be awarded: (Please see attached bid breakdown)

General Trades: **Mar-Paul Inc. ($1,681,200)**

HVAC: **Scranton Electric ($125,592)**

Plumbing: **Scranton Electric ($82,506)**

Electrical: **Mike Walsh Electrical Inc. ($109,000)**

Total bids with selected alternates: $1,998,298.00

As discussed, the City will provide award verification and obtain required documentation from the contractors prior to work commencing.

Sincerely,

Drew Marcinkevich,
Project Manager

HIGHLAND
ASSOCIATES

Mr. David Bulzoni
City of Scranton
Page 2

GC	Multi Scape Inc	Mar Paul Inc
Base Bid	$ 1,102,750	$ 1,350,000
E2-001	$ 12,500	$ 3,100
E2-002	$ 15,000	$ 7,100
E2-003	$ (16,000)	$ (31,000)
E2-004	$ 10,000	$ 8,500
E7-001	$ 30,000	$ 9,000
E7-002	$ 18,000	$ 20,300
E7-003	$ (27,500)	$ (55,700)
E7-004	$ 15,000	$ 9,500
E7-005	$ 13,000	$ 12,000
E7-006	$ (25,000)	$ (96,600)
E8-001	$ 30,000	$ 15,000
E8-002	$ 18,000	$ 20,300
E8-003	$ (53,000)	$ (101,000)
E8-004	$ 16,000	$ 19,000
E8-005	$ 16,000	$ 14,200
E10-001	$ (6,000)	$ (10,600)
E10-002	$ (4,200)	$ (4,600)
E10-003	$ 1,400	$ 1,200
E10-004	$ 7,000	$ 8,700
E10-005	$ 11,000	$ 6,400
E10-006	$ 6,000	$ 2,500
E10-007	$ 1,500	$ 2,400
E10-008	$ 12,000	$ 9,000
E10-009	$ 12,000	$ 7,700
E10-010	$ 18,000	$ 16,500
E10-011	$ (15,000)	$ (31,500)
H-001	$ 75,000	$ 26,000
H-002	$ 15,000	$ 30,500
H-003	$ 15,000	$ 13,000
H-004	$ 20,000	$ 19,000
R1-001	$ (14,000)	$ (31,000)
R1-002	$ 11,000	$ 9,500
R1-003	$ 5,000	$ 6,500
R1-004	$ 11,000	$ 9,500
R1-005	$ 7,000	$ 6,400
R1-007	$ (17,000)	$ (40,000)
T4-001	$ (45,000)	$ (92,000)
T4-002	$ (5,600)	$ (17,000)
T4-003	$ 15,000	$ 6,000
T4-004	$ 2,000	$ 4,500
T4-005	$ 2,000	$ 1,800
T4-006	$ 50,000	$ 6,000
	$ 1,593,150	$ 1,681,200

Shaded Alternates are not included in totals - Not to be awarded at this time

HVAC	Scranton Electric	Robert Harrington Inc
Base Bid	$ 109,592	$ 107,700
R1-006	$ 16,000	$ 28,000
	$ 125,592	$ 135,700

Plumb	Scranton Electric	N/A
Base Bid	$ 75,834	
E2-002	$ 1,112	
E7-004	$ 1,112	
E8-004	$ 1,112	
E10-008	$ 1,112	
H-003	$ 1,112	
R1-004	$ 1,112	
	$ 82,506	

Elec	GR Noto	Mike Walsh Electrical Inc
Base Bid	$ 65,900	$ 85,000
E7-007	$ 14,250	$ 7,000
E8-006	$ 14,150	$ 7,000
R1-006	$ 15,450	$ 10,000
	$ 109,750	$ 109,000

Fire House Building Improvement Project

Sources and Uses of Funds

Sources	
Proceeds Series AA of 2016	$ 1,812,786.88
2016 Fire Department Operating Budget	$ 105,000.00
Street Lighting Lease Remaining Continency	$ 135,000.00
PPL Commercial Rebate Act 129 Funds	$ 134,719.26
Total Project Funding Sources	$ 2,187,506.14
Uses	
General Trades Bid Mar-Paul	$ 1,681,200.00
HVAC Bid Scranton Electric	$ 125,592.00
Plumbing Bid Scranton Electric	$ 82,506.00
Electrical Bid Mike Walsh Electrical	$ 109,000.00
Total Project Funding Uses	$ 1,998,298.00
Remaining Funding Fire House Project	$ 189,208.14
Less Parapet Reconstruction Cost	
Hartley and Esgro	$ 95,000.00
Hartley and Esgro	$ 78,250.00
Hartley and Esgro	$ 15,770.00
Total Parapet Funding Uses	$ 189,020.00
Net Sources and Uses Funding	$ 189,208.14
Less Parapet Costs	$ 189,020.00
Remaining Project Funds	$ 188.14

ALTERNATE IDENTIFICATION KEY PLAN:

*ENGINE 2 "E2"

GENERAL TRADES: (GT)

E2 -001	-	Remove and install new flooring.
E2-002	-	Remove and replace kitchen cabinets.
E2-003 (Not Selected)	-	Concrete Drives
E2-004	-	New interior wall paint
PLUMBING TRADES:		
E2-002	-	Sinks and plumbing work for new kitchen cabinets

*ENGINE 7 "E7"

GENERAL TRADES: (GT)

E7-001	-	Remove and install new flooring.
E7-002	-	Remove and install new ceiling tiles.
E7-003 (Not Selected)	-	Concrete drive apron
E7-004	-	Remove and replace kitchen cabinets
E7-005	-	New interior wall paint
E7-006 (Not Selected)	-	New bituminous pave drives
PLUMBING TRADES: (PLUMB.)		
E7-004	-	Sinks and plumbing work for new kitchen cabinets.
ELECTRICAL TRADES: (ELEC.)		
E7-007	-	Remove and replace emergency generators.

*ENGINE 8 "E8"
GENERAL TRADES:

E8-001	-	Remove and install new flooring.
E8-002	-	Remove and install new ceiling tiles
E8-003 (Not Selected)	-	Concrete drive aprons
E8-004	-	Remove and replace kitchen cabinets
E8-005	-	New interior wall paint
PLUMBING TRADES: (PLUMB.)		
E8-004	-	Sinks and plumbing work for new kitchen cabinets
ELECTRICAL TRADES: (ELEC.)		
E8-006		Remove and replace emergency generators.

*ENGINE 10 "E10"

GENERAL TRADES: (GT)

E10-001 (Not Selected)	-	New Bituminous pavement
E10-002 (Not Selected)	-	Patch and repair pavement
E10-003	-	Paint rusted columns
E10-004	-	New insul. Glass at windows
E10-005	-	Remove and install new windows.
E10-006	-	Remove and install new flooring
E10-007	-	Remove and install new ceiling tiles
E10-008	-	Remove and replace kitchen cabinets.
E10-009	-	New interior wall paint
E10-010	-	Paint exposed roof deck
E10-011 (Not Selected)	-	New concrete drives

PLUMBING TRADES: (PLUMB.)

E10-008	-	Sinks and plumbing work for new kitchen cabinets

*HEADQUARTERS "H"

GENERAL TRADES: (GT)

H-001	-	Remove and install new flooring.
H-002	-	Remove and install new ceiling tiles.
H-003	-	Remove and replace kitchen cabinets
H-004	-	New interior wall paint

PLUMBING TRADES: (PLUMB.)

H-003	-	Sinks and plumbing work for new kitchen cabinets

*RESCUE 1 "R1"

GENERAL TRADES: (GT)

R1-001 (Not Selected)	-	New concrete drives
R1-002	-	Remove and install new flooring.
R1-003	-	Remove and install new ceiling tiles.
R1-004	-	Remove and replace kitchen cabinets
R1-005	-	New interior wall paint
R1-007 (Not Selected)	-	New bituminous pave. Drives

MECHANICAL TRADES: (HVAC)

R1-006	-	New ductless system

PLUMBING TRADES: (PLUMB.)

R1-004	-	Sinks and plumbing work for new kitchen cabinets

ELECTRICAL TRADES: (ELEC.)

R1-006		Electrical work for new ductless system

*TRUCK 4 "T4"

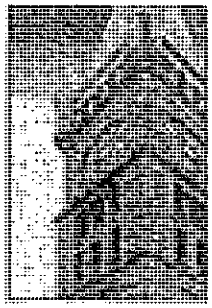
GENERAL TRADES: (GT)

T4-001 (Not Selected)	-	New concrete drives
T4-002 (Not Selected)	-	New bituminous pavement drives
T4-003	-	Remove and install new flooring.

T4-004	-	Remove and install new ceiling tiles.
T4-005	-	Epoxy paint on concrete floors
T4-006	-	New interior wall paint

Department of Business Administration

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



SCRANTON

May 26, 2017

Mr. David Bulzoni
Business Administrator
Municipal Building
Scranton, Pa. 18503

Dear Mr. Bulzoni,

This is to inform you that proposals were opened Friday, May 26, 2017 in Council Chambers for the **City Of Scranton Fire Department Facility Improvement Project For Licensed General and Prime Contractors.** Attached are the copies of the proposals submitted by the following companies:

Robert P. Harrington—Incomplete paperwork
Multiscape, Inc.---Incomplete paperwork, no bid bond
G.R. Noto Electrical Construction, Inc.—Incomplete paperwork
Scranton Electric Heating & Cooling---Incomplete paperwork
Walsh Electrical, Inc.---Incomplete paperwork
Mar-Paul---Incomplete paperwork
Scranton Electrical Plumbing---Incomplete paperwork

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,
Purchasing Clerk

Encls.

CC: Mrs. Roseann Novembrino, City Controller
Mrs. Lori Reed, City Clerk
Ms. Jessica Boyles, City Solicitor
File

Department of Business Administration

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225

SCRANTON

April 11, 2017

Mr. David Bulzoni
Business Administrator
City of Scranton
Municipal Building
Scranton, Pennsylvania. 18503

Dear Mr. Bulzoni

This is to inform you that proposals will be opened in City Council Chambers on Friday, May 26, 2017 for the following:

City of Scranton
Fire Department Facility Improvement
Project for Licensed and General and Prime Contractors

There will be **Mandatory Pre-Bid Conference** on Friday, April 28, 2017 at 10:00 A.M. at City Hall in the Governor's Room.

Attached please find an Invitation to Bidders, and Specifications.

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,
Purchasing Clerk

Cc: Mayor William Courtright
Mrs. Rebecca McMullen, Financial Manager
Mrs. Roseann Novembrino, City Controller
Mrs. Lori Reed, City Clerk
Ms. Jessica Boyles, City Solicitor
File

CITY OF SCRANTON

INVITATION TO BIDDERS `

SEPARATE SEALED PROPOSALS WILL BE RECEIVED BY THE CITY CONTROLLER AT HER OFFICE IN CITY HALL, 2ND FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, UNTIL 10:00 A.M., FRIDAY, MAY 26, 2017 AT WHICH TIME THEY WILL BE READ ALOUD IN COUNCIL CHAMBERS BY THE BUSINESS ADMINISTRATOR (OR HIS DESIGNEE) FOR THE FOLLOWING:

CITY OF SCRANTON
FIRE DEPARTMENT FACILITY IMPROVEMENT
PROJECT FOR LICENSED GENERAL AND PRIME CONTRACTORS

COPIES OF THE BIDDING AND CONTRACT DOCUMENTS INCLUDING DRAWINGS AND SPECIFICATIONS MAY BE OBTAINED AS OF APRIL 5, 2017 FROM HIGHLAND ASSOCIATES, 102 HIGHLAND AVENUE, CLARKS SUMMIT, PA. 18411 UPON RECEIPT OF A NON-REFUNDABLE CHECK IN THE AMOUNT OF **$125.00 FOR EACH SET** ALONG WITH A PDF DISK REQUESTED SET OF DOCUMENTS MADE PAYABLE TO HIGHLAND ASSOCIATES. SHOULD A BIDDER REQUEST THEIR BIDDING DOCUMENTS TO BE SHIPPED, THE BIDDER WILL ALSO BE REQUIRED TO SUBMIT AN ADDITIONAL NON-REFUNDABLE CHECK PAYABLE TO HIGHLAND ASSOCIATES IN THE AMOUNT OF **$40.00 FOR SHIPPING AND HANDLING.**

A **MANDATORY** PRE-BID CONFERENCE WILL BE HELD ON FRIDAY, APRIL 28, 2017 AT 10:00 A.M. IN CITY HALL'S GOVERNORS ROOM—340 NORTH WASHINGTON AVENUE, SCRANTON, PA. 18503 TO REVIEW THE PROPOSED WORK AND AREAS. A WALK THROUGH OF THE BUILDINGS WILL FOLLOW IMMEDIATELY AFTERWARDS THROUGHOUT ALL SEVEN (7) FACILITIES. BIDS FROM BIDDERS THAT FAILED TO ATTEND THE PRE-BID CONFERENCE AND WALK THROUGH SHALL BE REJECTED.

EACH BIDDER SHALL ENCLOSE BID SECURITY WITH THEIR BIDS IN THE FORM OF AN ACCEPATABLE BID BOND, CASHIER'S CHECK, TRUST COMPANY TREASURER'S CHECK, OR A CERTIFIED CHECK IN AN AMOUNT EQUAL TO 10% OF THE TOTAL BID IN ACCORDANCE WITH THE INSTRUCTIONS TO BIDDERS. PERFORMANCE AND PAYMENT BONDS FOR 100% OF THE CONTRACT SUM WILL BE REQUIRED OF THE SUCCESSFUL BIDDER.

THE CONTRACT SHALL BE AWARDED TO THE LOWEST, MOST RESPONSIBLE BIDDER; HOWEVER, THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART OF ANY BID. BIDDERS ARE INVITED TO HAVE A REPRESENTATIVE PRESENT AT THE BID OPENING.

ENVELOPES CONTAINING BIDS SHALL BE PLAINLY MARKED OUTSIDE "CITY OF SCRANTON FIRE DEPARTMENT FACILITY IMPROVEMENTS"AND DELIVERED OR MAILED TO THE OFFICE OF THE CITY CONTROLLER, CITY HALL, 2ND FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, SO AS TO BE RECEIVED AT THE OFFICE BY THE TIME FIRST SPECIFIED ABOVE. PROPOSERS ARE

RESPONSIBLE FOR SUBMITTING THEIR BIDS TO THE APPROPIATE LOCATIONS AT OR PIOR TO THE TIME INDICATED IN THE SPECIFICATIONS. DELAY IN THE MAIL DELIVERY IS NOT AN EXCEPTION TO THE RECEIPT OF BIDS. THE CITY OF SCRANTON REQUIRES SIX (6) COPIES OF ALL BIDDING DOCUMENTS.

QUESTIONS CAN BE EMAILED TO DAVID BULZONI (dbulzoni@scrantonpa.gov).

DAVID BULZONI
BUSINESS ADMINISTRATOR

CITY OF SCRANTON

Fire Department

Facility Renovations

APRIL 2016

HA PN: 2016-381

HIGHLAND
ASSOCIATES
102 Highland Avenue
Clarks Summit, PA 18411
Phone: 570-586-4334

EXHIBIT
"A"

1001

SCRANTON FIRE DEPARTMENT FACILITY RENOVATIONS

MARCH 29, 2017

TABLE OF CONTENTS
HAPN: 2016-381

Division	Section Title
DIVISION 00 – PROCUREMENT REQUIREMENTS	
00 11 16	INVITATION TO BID
00 21 10	INSTRUCTIONS TO BIDDERS
00 21 44	OWNER – CONTRACTOR AGREEMENT
.....	QUALIFICATIONS STATEMENT
00 41 22	BID FORM CONTRACT #100 GENERAL TRADES
00 41 23	BID FORM CONTRACT #101 PLUMBING
00 41 24	BID FORM CONTRACT #102 HVAC
00 41 25	BID FORM CONTRACT #103 ELECTRICAL
00 60 10	CONTRACTOR LABOR AND MATERIAL PAYMENT BOND
00 60 10	CONTRACTOR PERFORMANCE BOND
.....	AIA 312-2010 PAYMENT BOND (DRAFT)
00 80 20	SUPPLEMENTARY CONDITIONS
.....	AIA A201 – 2007 GENERAL CONDITIONS (DRAFT)
.....	AFFIRMATIVE ACTION CERTIFICATION (For Signature)
.....	NONCOLLUSION AFFIDAVIT OF PRIME BIDDER (For Signature)
.....	CERTIFICATE OF NON-SEGREGATED FACILITIES (For Signature)
DIVISION 01 – GENERAL REQUIREMENTS	
01 01 50	PROJECT SCHEDULE
01 12 00	MULTIPLE CONTRACT SUMMARY
01 20 00	PAYMENT PROCEDURES
01 21 00	ALLOWANCES
01 26 00	CONTRACT MODIFICATION PROCEDURES
01 31 00	PROJECT MANAGEMENT AND COORDINATION
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION
01 33 00	SUBMITTAL PROCEDURES
01 40 00	QUALITY REQUIREMENTS
01 60 00	PRODUCT REQUIREMENTS
01 73 29	CUTTING AND PATCHING
01 77 00	CLOSEOUT PROCEDURES

DIVISION 01 – EXISTING CONDITIONS

02 41 19 SELECTIVE DEMOLITION

CITY OF SCRANTON

INVITATION TO BIDDERS '

SEPARATE SEALED PROPOSALS WILL BE RECEIVED BY THE CITY CONTROLLER AT HER OFFICE IN CITY HALL, 2ND FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, UNTIL **10:00 A.M., FRIDAY, MAY 26, 2017** AT WHICH TIME THEY WILL BE READ ALOUD IN COUNCIL CHAMBERS BY THE BUSINESS ADMINISTRATOR (OR HIS DESIGNEE) FOR THE FOLLOWING:

CITY OF SCRANTON
FIRE DEPARTMENT FACILITY IMPROVEMENT
PROJECT FOR LICENSED GENERAL AND PRIME CONTRACTORS

COPIES OF THE BIDDING AND CONTRACT DOCUMENTS INCLUDING DRAWINGS AND SPECIFICATIONS MAY BE OBTAINED AS OF **APRIL 5, 2017** FROM HIGHLAND ASSOCIATES, 102 HIGHLAND AVENUE, CLARKS SUMMIT, PA. 18411 UPON RECEIPT OF A NON-REFUNDABLE CHECK IN THE AMOUNT **OF $125.00 FOR EACH SET** ALONG WITH A PDF DISK REQUESTED SET OF DOCUMENTS MADE PAYABLE TO HIGHLAND ASSOCIATES. SHOULD A BIDDER REQUEST THEIR BIDDING DOCUMENTS TO BE SHIPPED, THE BIDDER WILL ALSO BE REQUIRED TO SUBMIT AN ADDITIONAL NON-REFUNDABLE CHECK PAYABLE TO HIGHLAND ASSOCIATES IN THE AMOUNT OF **$40.00 FOR SHIPPING AND HANDLING.**

A **MANDATORY** PRE-BID CONFERENCE WILL BE HELD ON **FRIDAY, APRIL 28, 2017 AT 10:00 A.M. IN CITY HALL'S GOVERNORS ROOM—340 NORTH WASHINGTON AVENUE, SCRANTON, PA. 18503** TO REVIEW THE PROPOSED WORK AND AREAS. A WALK THROUGH OF THE BUILDINGS WILL FOLLOW IMMEDIATELY AFTERWARDS THROUGHOUT ALL SEVEN (7) FACILITIES. BIDS FROM BIDDERS THAT FAILED TO ATTEND THE PRE-BID CONFERENCE AND WALK THROUGH SHALL BE REJECTED.

EACH BIDDER SHALL ENCLOSE BID SECURITY WITH THEIR BIDS IN THE FORM OF AN ACCEPATABLE BID BOND, CASHIER'S CHECK, TRUST COMPANY TREASURER'S CHECK, OR A CERTIFIED CHECK IN AN AMOUNT EQUAL TO 10% OF THE TOTAL BID IN ACCORDANCE WITH THE INSTRUCTIONS TO BIDDERS. PERFORMANCE AND PAYMENT BONDS FOR 100% OF THE CONTRACT SUM WILL BE REQUIRED OF THE SUCCESSFUL BIDDER.

THE CONTRACT SHALL BE AWARDED TO THE LOWEST, MOST RESPONSIBLE BIDDER; HOWEVER, THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART OF ANY BID. BIDDERS ARE INVITED TO HAVE A REPRESENTATIVE PRESENT AT THE BID OPENING.

ENVELOPES CONTAINING BIDS SHALL BE PLAINLY MARKED OUTSIDE "CITY OF SCRANTON FIRE DEPARTMENT FACILITY IMPROVEMENTS"AND DELIVERED OR MAILED TO THE OFFICE OF THE CITY CONTROLLER, CITY HALL, 2ND FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, SO AS TO BE RECEIVED AT THE OFFICE BY THE TIME FIRST SPECIFIED ABOVE. PROPOSERS ARE

RESPONSIBLE FOR SUBMITTING THEIR BIDS TO THE APPROPIATE LOCATIONS AT OR PIOR TO THE TIME INDICATED IN THE SPECIFICATIONS. DELAY IN THE MAIL DELIVERY IS NOT AN EXCEPTION TO THE RECEIPT OF BIDS. THE CITY OF SCRANTON REQUIRES SIX (6) COPIES OF ALL BIDDING DOCUMENTS.

QUESTIONS CAN BE EMAILED TO DAVID BULZONI (dbulzoni@scrantonpa.gov).

DAVID BULZONI
BUSINESS ADMINISTRATOR

SECTION 002114 – INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.01 INVITATIONS FOR BIDS

A. Sealed Proposals for the City of Scranton Fire Department Facility Improvements Project, Lackawanna County, Scranton, Pennsylvania, must be submitted to the Owner in accordance with the Invitation to Bid.

1.02 OPENING OF BIDS

A. Bids will then be opened and publicly read aloud immediately following bid submission.

1.03 OWNER'S REPRESENTATIVES

A. The Architect for the Project is Highland Associates, Ltd. Architecture Engineering Interior Design, 102 Highland Avenue, Clarks Summit, Pennsylvania 18411, (570) 586-4334. The Architect provides for the design of the Project, as set forth in the Contract Documents generally and the Drawings and Specifications in particular.

B. The Owner's designated representative is Mr. David Bulzoni. The representative is authorized to make decisions on behalf of the Owner, provided the financial effect on the Project budget does not exceed $10,000.00 and provided that the cumulative effect of all such decisions does not exceed the budget for contingencies.

1.04 DOCUMENTS

A. Bona fide Prime Bidders may obtain a complete set of Bidding and Construction Documents and Drawings and Specifications from the Architect in accordance with the provisions of the Invitation to Bid.

1.05 EXAMINATION

A. The Bidder shall carefully study and compare the Contract Documents with each other and with other work being bid concurrently or presently under construction to the extent that it may affect the Work on the Project.

B. The Bidder shall examine the sites where the Work will be performed and local conditions in order to obtain first-hand knowledge of existing conditions and limitations, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered. Failure to visit the site will not relieve the Contractor of responsibility for same nor will extra payment requests be considered for conditions which could have been determined by examination of the work sites and Construction Documents.

C. The Bidder shall determine the extent to which an award by the Owner for other Work, including Work performed by other Prime Contractors, may bear upon the Work performed by the Contractor.

D. The Bidder shall consider the effect on his Work of Owner's on-going operations and shall adjust his Bid based upon the likelihood that these operations will restrict the duration and sequencing of work

activities. In this regard, Bidder acknowledges the provisions of Section 010150 of Division 1 of the Specifications and that the process set forth there is reasonable and has been accounted for in his Bid.

1.06 BIDDER'S QUALIFICATIONS

A. Bidder shall submit with the Bid a completed Qualifications Statement, the form of which is included in Division 00. A submitted Qualifications Statement completed in a manner that demonstrates bad faith shall he rejected and the Bid declared non-responsive as per Subparagraph 1.15.E. Along with the Statement, the Bidder shall provide a complete copy of its most recent financial statement. A negative response to the request for a complete copy of the most recent financial statement shall be conclusively treated as non-responsive and shall disqualify the Bidder.

B. The Owner may make such investigation as is deemed necessary to determine the responsibility of the Bidder, including the ability of the Bidder to perform the Work according to the requirements of the Contract Documents. The Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if, by the evidence submitted or as the result of investigation, the Owner concludes in its discretion that the Bidder is not properly qualified to carry out the obligations of the Contract or is otherwise not a responsible contractor under applicable law.

1.07 BID SECURITY

A. Each Bid must be accompanied by a single original Bid Bond, Cashier's Check, Trust Company Treasurer's Check or Certified Check in favor of or made payable to the City of Scranton in an amount of not less than ten percent (10.0%) of the Base Bid. Any Bid Bond submitted as Bid Security shall be in the form as provided on the Contract Documents and shall be issued by a surety company licensed to do business in the Commonwealth of Pennsylvania with an A.M. Best rating of A- or better. The failure of the Bidder to submit the Bid Security shall be conclusively treated as a deficiency requiring the rejection of the Bid. In the event of any inconsistency between a Bid Bond provided and these Instructions to Bidders, the Instructions shall control.

B. Such Bid Security shall be submitted with the understanding that it shall guarantee that the Bidder's Bid will not be withdrawn for the period of time allowed by Pennsylvania Act 1978-317, as amended and other provisions of applicable law; that, if the Bid is accepted, the Bidder will execute the Form of Agreement, Payment and Performance Bonds, insurance certificates, and other submittals required hy Paragraph 1.18 of these Instructions; and that in the event of withdrawal of said Bid within said period, the failure to furnish documents or information requested to cure a deficiency in the Bid, or the Bidder's failure to enter into said Agreement or provide the submittals required after notice of intent to award has been issued, the Bidder shall be liable to the above mentioned Owner for the full amount of such Bid Security as representing the damage to the Owner on account of the default of the Bidder in any particular hereof.

C. The successful Bidder's Security will be retained until he has signed the Contract and furnished the required submittals. The Owner reserves the right to retain the Security of the next two (2) lowest Bidders until the lowest Bidder enters into a Contract or until 60 days after bid opening, whichever is the shorter. All other Bid Security will be returned as soon as practical. If any Bidder refuses to enter into a Contract, the Owner will retain his Bid Security as liquidated damages. Bidder acknowledges that, by the submission of his Bid, the amount of these liquidated damages constitute reasonable compensation for the expense and administrative cost of re-bidding the contract and therefore is not a penalty.

1.08 BIDDER'S ACKNOWLEDGEMENTS REGARDING PROPOSED WORK

A. Contracts will be awarded with the understanding that the Bidder, prior to submission of the Bid, has become acquainted with the requirements of the Contract Documents for all Prime Contracts, the work performed by other contractors, the condition of the sites, the existing building, all utilities in existence (including those to which connections are to be made), and all other conditions of the sites and existing structures and has obtained all information necessary for the submission of his Bid and the completion of the Work on or before the submission of his Bid. Acknowledgement by the Bidder constitutes a binding agreement and understanding with the Owner that a claim may not be submitted based on a matter that is contrary to the subject of the acknowledgement.

B. In connection with the sites, a walk-through of all seven sites will be conducted immediately following the mandatory, pre-bid meeting. Should the Bidder desire to obtain additional information and data, a written request shall be made to the Architect, in accordance with the provisions of Subparagraph 1.09.E of these Instructions.

C. The Bidder acknowledges that he has examined carefully and in detail the character of the Project sites, existing structures, existing mechanical, electrical and plumbing systems, the Contract Documents and all other matters pertinent to the Work contemplated. The Bidder has satisfied himself as to the conditions to be encountered overhead, on the surface and concealed, the character quality and quantities of work to be done and materials to be furnished, and the requirements of the Contract Documents. The Bidder acknowledges that the Owner makes no representations regarding the conditions found at the Project sites.

D. The Bidder acknowledges that he has carefully examined all Contract Documents and materials pertinent thereto, with respect to all the categories of Work for which the Owner had advertised and will receive proposals, and is completely aware and satisfied as to the character, quality and quantities of all Work, materials and for services required or to be provided or performed and will complete all Work of the Contract and further has examined the Work that will be required of the other Contractors employed by the Owner on the Project.

E. The Bidder acknowledges that, should Work to be performed be specified or indicated in more than one Prime Contract and no clarifications received by Addendum prior to Bid date, each Prime Contract Bidder so affected who is submitting a Bid shall consider the Work to be part of their Prime Contract. A subsequent determination will be made and an amount commensurate to the labor, material and equipment to be provided will be deducted from the Contractor determined not to be responsible.

F. The Bidder acknowledges that the Bidder has visited or has been given the opportunity to visit the Project sites, has read the Contract Documents and understands their full character and intent, and that, should the Owner subsequently accept his proposal, no claims, allowances or concessions will be made, accepted or recognized at any future time for any additional labor, equipment or materials require, or for any difficulties encountered in the Work, or for the lack of any information which could have been foreseen, apparent or ascertained by the Bidder.

G. The Bidder acknowledges that he has ascertained all governmental and utility requirements with respect to wage scales, materials, labor, safety and sanitation and shall base his Bid prices on full compliance therewith.

H. The Bidder acknowledges that he has familiarized himself with labor conditions which might affect or influence the performance of the Work.

I. The Bidder acknowledges that he was afforded the opportunity to attend and participate in the pre-bid meeting.

J. The Bidder acknowledges that he is fully aware of the Owner's status as a governmental entity in relation to this Project and the requirements of Applicable Laws related to certain exemptions from the application of sales taxes and has reviewed any letter-ruling made available and obtained by the Owner from the Department of Revenue. See Section 00910.

K. The Bidder acknowledges that the Bidder and other Prime Contractors on the Project are responsible for coordination of their own construction activities and for resolving coordination issues between themselves in accordance with the General Conditions.

L. The Bidder acknowledges that he is aware and has been advised that the Contractor is solely responsible for initiating, maintaining and supervising all safety precautions and programs required under its portion of the Work and the Work of the Bidder's Subcontractors and Sub-subcontractors and that the Bidder has reviewed, evaluated and taken into consideration these requirements when submitting the Bid.

M. The Bidder acknowledges that he is aware and has been advised that his Subcontractors must be given these requirements for bidding purposes so as to ensure consistency and adherence to the Contract Documents, that the Bidder as Contractor is responsible fully to the Owner for the performance of his Subcontractors and that the Bidder will require each Subcontractor, through legally enforceable written agreements, to meet all of the responsibilities with respect to any portion of the Work performed by any Subcontractor.

N. The Bidder acknowledges that he assumes all risks resulting from any changes in the conditions which may occur during the progress of the Work, subject to the right of any Contractor to recover from another Prime Contractor damages for interference and delay.

O. The Bidder has reviewed the scheduling requirements issued by and on behalf of the Owner and appearing on the drawings and in the Specifications, including Section 010150, and has to the extent appropriate incorporated the information set forth therein in preparing his Bid.

1.09 UNDISCLOSED SITE AND BUILDING CONDITIONS

A. The Owner has been unable to identify any existing drawings and other similar documents related to existing buildings and other structures connected to or otherwise related to the Work. The Owner has, however, secured or otherwise obtained building information in the form of a voluminous study entitled, "City of Scranton 2016 Fire Department Facilities Assessments (March 2016)." This document (hereafter referred to as "Building Information") is available for review upon written request submitted to the Architect..

D. The Building Information was obtained by or on behalf of the Owner for the Architect's use in designing the Project. The Building Information has been provided or otherwise made available to the Bidders. The technical data found in the Building Information is represented to be accurate by Owner, but the conclusions and inferences that may be found in or inferred from the Building Information is not warranted and the accuracy or completeness of any such conclusions and inferences is not guaranteed by Owner, Architect or Architect. The Contractors must assume all responsibility in performing Work for this Project and shall not rely on Building Information. The Bidder shall make his own investigation of the conditions in existing structures and at the Project sites.

E. If Bidder desires to obtain additional information or data to supplement that which exists in the form of Building Information, Bidder shall make a written request, directed to the Architect. Owner will, to the extent reasonably feasible, afford the Bidder the opportunity, at Bidder's own expense, to conduct additional tests and examinations and to make measurements and studies of all kinds; where Owner cannot grant such rights, it will cooperate with Contractor in endeavoring to secure such rights. The ground and existing structures shall be returned to its original condition as prior to testing. Owner may require a bond to secure the restoration of the original conditions.

1.10 REVIEW OF DRAWINGS AND SPECIFICATIONS AND ADDENDA

A. It is the intent of the Owner to fully clarify all requirements of the Contract Documents. If the Bidder is in doubt as the meaning of the Drawings and Specifications, or other Contract Documents, he may submit to the Architect, a written request on the attached form appearing here as Attachment A for interpretation or correction thereof. Requests to be given consideration must be received at least seven (7) calendar days prior to the bid date. The person submitting the request will be responsible for the prompt delivery of the Pre-Bid Request For Information (RFI). Any interpretation of the proposed documents will be made by Addendum only, duly issued. A copy of each addendum issued, will be sent to each company known to be contemplating the submission of a Bid and in the possession of a complete set of Bidding and Contract Documents. The addendum will be issued not later than 48 hours prior to the bid date. Neither the Architect nor Owner are responsible for any explanation or interpretation of the Bidding or Contract Documents transmitted orally or in any manner other than the issuance of an Addendum.

B. No recovery shall be allowed a Contractor who fails to request clarification of a Contract Document requirement for damages associated with that requirement. The Contractor shall not at any time after submission of the Bid, assert any claim whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall the Contractor claim any misunderstanding in regard to the nature, conditions or character of the Work to be done under the Contract as to which the Contractor failed to inquire.

C. The Bidder shall contact the Architect prior to the submission of the Bid to secure information on the latest Addenda issued. All Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether or not received by the Bidders and whether or not acknowledged in the Bid.

D. The Bidder must base his Bid on the products and manufacturers specified in the Contract Documents, as modified by written Addenda. No substitutions are permissible where the Contract Documents provide for: (i) three products and/or manufacturers; (ii) one explicitly identified proprietary manufacturer; or (iii) one manufacturer where there is no explicit limitation to an identified proprietary product and therefore equal products and/or manufacturers are permitted.

1.11 REGULATIONS, APPLICABLE LAW AND PERMITS

A. The law of the Commonwealth of Pennsylvania shall govern the interpretation of this Contract. Applicable law may include any of the following:

1. The Pennsylvania statewide building code: Act 45 - The Uniform Construction Code (UCC) Act of 1999, which adopts the International Code Council Family of Codes - 2003, except that the UCC Administrative Regulations replace Chapter One of each of the International Codes.
2. Lackawanna County Plumbing and Health Departments.
3. City of Scranton ordinances, codes, and regulations.

B. The general prevailing minimum wage rates, as determined by the Pennsylvania Department of Labor and Industry, Bureau of Labor Law Compliance for Prevailing Minimum Wage Predeterminations, shall be paid for each craft or classification of all workers needed to perform the Contract during the anticipated term thereof.

C. Bids shall be submitted on the basis of full and total compliance with all Federal and State laws, regulations, statutes and requirements pertaining to this Project. Bidder shall contact prior to bidding, the local municipality having jurisdiction and ascertain the building codes, permits, fees, and regulations pertaining to this Project. The Bidder shall determine what local ordinances, if any, will affect his Work and shall check for any county, city, borough, or township rules and regulations applicable to the area in which the Project is being constructed and, in addition, for any rules or regulations of other organizations having jurisdiction such as planning commissions, industries or utility companies. Any costs of compliance with local controls shall be included in the Bid, even though requirements of such local controlling agencies are not listed herein.

D. The Bidder shall contact the local authorities regarding any requirements for Contractor Licenses and/or bonding, and any ordinances which may restrict early morning, late evening, and/or weekend work hours, as well as any restrictions regarding access routes to the Project sites.

E. The Owner shall be solely responsible for the cost associated with obtaining the General Building Permit or Permits for the Projects. The Contractor awarded the General Trades Contract shall cooperate with the Owner in connection with the application for this Permit and payment of the appropriate fee. The Bidder shall include the cost of all building permits and licenses in his Bid, but the cost of the General Building Permit shall be excluded from the Bids and will be paid for by the Owner directly. If for any reason the General Trades Contractor is required to pay the cost of the General Building Permit, Owner shall reimburse the General Trades Contractor for that expense, without markup.

1.12 PRE-BID CONFERENCE

A. The time and place for the Pre-bid Conference and walk-through appears in the Instructions to Bidders.

B. Questions from this meeting requiring modification of Contract Documents will be addressed in an Addendum or Addenda. The Bidder may not rely on the answers and responses given orally and may rely only on written answers to questions raised at pre-bid meeting that are included in an Addendum.

1.13 COMPLETION OF WORK AND LIQUIDATED DAMAGES

A. The Bidder shall submit his Bid with the understanding that (1) the Contractor shall begin on the date indicated in or established by the Notice to Proceed and shall carry the Work forward expeditiously to achieve Contract Milestones and Substantial Completion on or before the times stipulated in the Contract Documents, (2) the time for the completion of the Work shall be considered of the essence of this Contract, and (3) for the costs of extra inspection, salaries of contingent forces and other expenses entailed by the Owner by delay in completing the contract, said Owner shall be entitled to liquidated damages, and not as a penalty, in the amounts set forth in the Contract Documents for each and every calendar day's delay, provided that the delay was not solely caused by the Owner or not otherwise excused in accordance with the General Conditions and other Contract Documents.

B. In the event that the Work must be conducted beyond the normal working hours specified or if the project is not completed by the specified duration, the Contractors shall reimburse the Consultants (A/E,

CM, etc.) for all their additional expenses. Expenses shall be calculated at the cost times 2.75 on labor and costs times 1.15 on all other items.

D. The reimbursement set forth above are in addition to liquidated damages, if any, and shall be paid to the Consultants by the Contractors prior final payment or the amounts shall be deducted from Contractors final payment. Reimbursement to the Consultants for additional expenses shall not apply to the extent that their overtime or extension is the fault of the Consultant or beyond the reasonable control of the Contractor.

1.14 PREPARATION AND PRESENTATION OF BIDS

A. Each Bidder shall submit a single original Bid using the Bid Forms and one copy. The Bid must be delivered in a sealed opaque envelope on or before the time and at the place stated above. Transmission of a Bid by electronic means, verbally or by facsimile is not permitted. Name of the Bidder, Prime Contract Name and Number shall appear on the face of the bid envelope. If more than one copy of a Bid, or more than one Bid, is enclosed in a single envelop, the Owner shall accept for review the copy of a Bid or the Bid that is in the Owner's sole judgment the more favorable. Nothing herein precludes Bidder from submitting more than one Bid in separate envelopes. Contractors bidding on more than one prime contract must submit bids in separate appropriately marked envelopes.

B. An original Bid Form for use by Bidder sball be furnished with the Bidding Documents.

C. The failure to execute or complete a blank on the Bid Form shall cause the Bid to be rejected only if the amount of the Base Bid or Bid for an Alternate or Unit Price cannot be determined. The failure of the Bidder to sign the Bid Form shall be conclusively treated as a nonresponsive Bid and the Bid shall be rejected. The failure to attest to the signature made on behalf of a corporate Bidder or a Bidder which is Limited Liability Company shall not make the Bid nonresponsive. If the Bid Form is inconsistent, the interpretation most favorable to the Owner will govern.

D. The blanks provided for the entry of sums on the Bid Form shall permit the Bidder to enter its Bid in words, or in numerical figures, or in both words and numerical figures. In case of discrepancy where both words and numerical figures are entered, the numerical figures shall control. No Bid shall be rejected solely by reason of the failure to enter sums in both words and numerical figures provided that a sum is ascertainable. If a sum is ascertainable, the Bid will conclusively be determined to be responsive.

E. All Bids should be regular in every respect and interlineations, additions, excisions or conditions made or included in the completed Bid Form by the Bidder shall be disregarded and the Bid accepted. Only in the event that, notwithstanding the disregard of the interlineation, addition, excision or condition, the amount of the Base Bid or Bid for an accepted Alternate Bid cannot be determined shall the Bid be rejected.

F.(1) All requested Alternates shall be bid. If an alternate price called for does not involve a change in price, the Bidder shall so indicate by writing "No Change", "None", "Zero", "0", "No cost", "N/A" or the equivalent of any of these entries, in the space provided. The Bidder shall not be permitted to refuse to bid on an Alternate. The use of any of the above-identified entries, or the failure to enter an amount in the blank for an Alternate, shall be treated conclusively as a Bid of zero dollars for the Work described in the Alternate. The failure to indicate whether a sum inserted for an Alternate is an "add" or a "deduct" shall be treated conclusively as a deduction to the Base Bid.

(2) The Owner may designate certain Alternates as "Option Alternates" in the Bid Form. The designation of an Alternate as an Option Alternate does not cause the Option Alternate to lose its

character as an Alternate under the Contract Documents. All requested Alternates, including Option Alternates, shall be bid. The price of all Option Alternates selected at the time of award by the Owner shall be included in the calculation of lowest price for the Work.

(3) The price of all Option Alternates not selected at the time of the award shall be held and preserved for the duration of the Project. The Owner shall have the right, at its option, to select an Option Alternate during the course of construction and to direct that the Contractor perform the Work which the Option Alternate identifies and to cause to be prepared a Change Order or Construction Change Directive to compensate the Contractor in the amount originally bid.

G. All requested Unit Prices shall be bid. If an alternate price called for does not involve a change in price, the Bidder shall so indicate by writing "No Change", "None", "Zero", "0", "No cost", "N/A" or the equivalent of any of these entries, in the space provided. The Bidder shall not be permitted to refuse to bid on an Alternate. The use of any of the above-identified entries, or the failure to enter an amount in the blank for an Alternate, shall be treated conclusively as a Bid of zero dollars for the Work described in the Alternate.

H. All requested Unit Prices for which estimated quantities have been provided in the Bid Form or elsewhere in the Contract Documents shall be bid. The cost of Unit Price Work for which estimated quantities have been provided shall be included in the Base Bid. If the Unit Price Work will be performed at no cost to the Owner, the Bidder shall so indicate by writing "No Change", "None", "Zero", "0", "No cost", "N/A" or the equivalent of any of these entries, in the space provided. The Bidder shall not be permitted to refuse to bid on a Unit Price. The use of any of these entries, or the failure to enter an amount in the blank for Unit Price Work shall be treated conclusively as a Bid of zero dollars for that Work.

I. All requested Unit Prices for which no estimated quantities are provided in the Bid Form shall also be bid. If the Unit Price Work will be performed at no cost to the Owner, the Bidder shall so indicate by writing "No Change", "None", "Zero", "0", "No cost", "N/A" or the equivalent of any of these entries, in the space provided. The use of any of these entries, or the failure to enter an amount in the blank for Unit Price Work shall be treated conclusively as a Bid of zero dollars for that Work.

J. The Bidder shall include the cost of all building permits and licenses in his Bid, but the cost of the general building permit shall be excluded from the Bids and will be paid for by the Owner directly or as a reimbursable item in the pay applications of the Contractor awarded the contract for General Construction, without markup.

K. The Bidder shall not condition, qualify or otherwise assert a stipulation of any kind in the Bid. Any condition, qualification or stipulation added to the Bid Form shall be disregarded and the Bid accepted as if the condition, qualification or stipulation did not appear. Only in the event that, notwithstanding the disregard of the condition, qualification or stipulation, the amount of the Base Bid or Bid for an accepted Alternate cannot be determined shall the Bid be rejected.

L. The Bid Form must be signed by and on behalf of the Bidder, using any readable medium. The failure of the Bidder to submit and sign the Bid Form and submit Bid Security shall be conclusively treated as a deficiency requiring the rejection of the Bid. The failure to provide an attestation to the signature of the Bidder shall be conclusively treated as an irregularity which, in the discretion of Owner may be ignored and the Bid accepted, provided that the attestation is submitted after the Bid within three (3) business days of written notice from Owner of the deficiency and of the opportunity to cure. If the Bidder fails to cure within the three (3) days or other period provided, the Bidder shall forfeit its Bid Security, the Bid shall

be rejected as nonresponsive, and the Bidder shall be deemed not a responsible contractor for the next two construction solicitations issued by Owner.

M. The failure to complete the envelope containing the completed Bid Form with the information required by this Paragraph shall be conclusively treated as an irregularity which, in the discretion of Owner may be ignored and the Bid accepted, provided that the omitted information or missing portion of the information is submitted after the Bid within three business (3) days of written notice from Owner of the deficiency and of the opportunity to cure. If the Bidder fails to cure within the three days or other period provided, the Bidder shall forfeit its Bid Security, the Bid shall be rejected as nonresponsive, and the Bidder shall be deemed not a responsible contractor for the next two construction solicitations issued by Owner.

N. Bids may be submitted by sole proprietors, partnerships, corporations, limited liability companies and forms of business organizations that are for the purposes of the Contract a functional equivalent. Each Bidder must complete the Bid Form by entering the information requested, including for example the name of the Bidder, the name of the person signing the Bid, the Bidder's business address with ZIP code, and other information of the type required by sub-subparagraphs to this Subparagraph. With the exception of the failure of the Bidder to sign the Bid Form, the failure to complete the Bid Form with regard to such information shall be conclusively treated as an irregularity which, in the discretion of Owner may be ignored and the Bid accepted, provided that the omitted information or missing portion of the information is submitted after the Bid within three business (3) days of written notice from Owner of the deficiency and of the opportunity to cure. If the Bidder fails to cure within the three days or other period provided, the Bidder shall forfeit its Bid Security, the Bid shall be rejected as nonresponsive, and the Bidder shall be deemed not a responsible contractor for the next two construction solicitations issued by Owner. The failure of the Bidder to sign the Bid Form shall be conclusively treated as a deficiency requiring the rejection of the Bid, and the Owner may award to the next lowest responsible and responsive Bidder.

O. Bids by sole proprietors must be signed by the individual proprietor and witnessed. Any fictitious name or name under which the sole proprietor trades must be stated.

P. Bids by partnerships must furnish the full name of one or more general partners, and must be signed in the partnership name by one or more general partners, followed by a listing of the names of all partners.

Q. Bids by corporations must be signed by the president of the corporation, a vice president of the corporation, or another corporate representative whose authority is established by an attached resolution. The signature of the representative must be witnessed and attested to by a secretary, assistant secretary, treasurer, assistant treasurer, or another corporate representative whose authority is established by an attached resolution. The Bid of a corporation does not require the affixing of the corporate seal. Any corporate resolutions attached to the Bid in order to establish the authority of a corporate representative may be dated as of the date of the Bid, or for a period of no more than one year prior thereto.

R. Bids by a Limited Liability Company or LLC, or equivalent form of business organization, must submit the Operating Agreement or similar documentation, establishing the authority of the representative who executes the Bid and the authority of the representative who attests to the validity of the signature.

S. When requested by the Owner, satisfactory evidence of the authority of the individual signing on behalf of the Bidder or attesting to the signature shall be furnished. The failure to furnish satisfactory evidence of the authority of the individual with three (3) business days, shall be conclusively treated as a deficiency requiring the rejection of the Bid.

T. The Bidder shall insert the Addendums by number in the spaces provided on the Bid Form. The Bidder shall ascertain, prior to submitting a Bid, that the Bidder has received all Bulletins and other Addenda issued. Bidder by the submission of the Bid, acknowledges conclusively that all Addenda properly issued are applicable and operative as a part of the Contract Documents. Failure of any Bidder to receive any Bulletin or Addenda as provided for herein shall not release such Bidder from the obligation of his Bid and the obligation to comply with the provisions of the Addenda. The failure to list one or more of the Addendum numbers on the Bid Form does not make the Bid nonresponsive.

U.(1) As a precondition to the reading and acceptance of any Bid tendered by any corporation not incorporated in the Commonwealth of Pennsylvania, or the Bid of any other form of business organization including but not limited to a sole proprietorship, a limited partnership or a limited liability company not domiciled in the Commonwealth, the corporation, limited liability company, limited partnership or sole proprietorship shall comply with any applicable Commonwealth requirements related to registration.

(2) A corporation not incorporated in the Commonwealth shall provide a Certificate of Authority, or if a Certificate has neither been issued or denied the application for the Certificate, as an attachment to the Bid. This Certificate of Authority shall be issued by the Department of State, Commonwealth of Pennsylvania, pursuant to the provisions of Section 4121 of the Business Corporation Law of 1988 (15 Pa. C.S. § 4121) of the Commonwealth of Pennsylvania.

(3) A foreign limited liability company and a foreign limited liability partnership shall comply with the registration requirements set forth in 15 Pa. C.S. § 8981 and § 8582 respectively.

(4) A Bidder who has adopted any other form of business organization, including but not limited to a sole proprietorship, and is not domiciled in the Commonwealth, shall establish that he has complied with applicable registration requirements or that no such requirements exist under Applicable Laws.

(5) Failure of a corporation, limited liability company, limited partnership or sole proprietorship to attach said proof of registration, or the application, to the Bid shall be conclusively treated as an irregularity which, in the discretion of Owner may be ignored and the Bid accepted, provided that the Certificate of Authority or other proof of registration, or the pending application, is submitted after the Bid within three (3) days of written notice from Owner of the deficiency and of the opportunity to cure. If the Bidder fails to cure within the three days or other period provided, the Bidder shall forfeit the Bid Security, the Bid shall be rejected as nonresponsive, and the Bidder shall be deemed not a responsible contractor for the next two construction solicitations issued by Owner. The failure to provide proof of registration or a pending application upon the issuance by the Owner of the notice of award shall constitute a failure of a condition subsequent and shall be judged as sufficient cause to reject the Bid, and the Owner may award to the next lowest responsible and responsive Bidder.

(6) As of June 2004, the administration of these requirements was through the Pennsylvania Department of State, Corporation Bureau, 206 North Office Building, Harrisburg, PA 17120, telephone (717) 787-1057, facsimile (717) 783-2244.

V. In all instances where an additional period of time is allowed for the submission of additional documents or information, and the Bidder fails to submit in a timely manner the documents or information, the Owner retains the discretion to take one or more of the following actions: (1) reject the Bid, (2) award to the next lowest bidder, and (3) deem the Bidder to be not a responsible contractor for the next two construction solicitations issued by Owner.

1.15 CONTRACT FORMS AND SUBMITTALS

A. Bids and Bid Security, in accordance with the Invitation to Bid and these Instructions to Bidders, must be submitted in an opaque sealed envelope and addressed to:

City of Scranton
Office of Business Administration
340 North Washington Ave.
Scranton , PA 18503
Attn: Mr. David Bulzoni

and shall be marked: "Bid for Proposed City of Scranton Fire Department Facility Improvements"

B. The completed Bid must be accompanied by additional documents, completed as required by the Bidding Documents, including:

1. Bid Security
2. Non-Collusion Affidavit, using the form found in Division 00.
3. Contractor's Qualifications Statement, using the form found in Division 00.
4. Certificate of Authority or its equivalent for an out-of-state Bidder or, if a Certificate has neither been issued or denied, the application for the Certificate
5. Operating Agreement of a Limited Liability Company (LLC), or equivalent form of business organization.

C. The failure of the Bidder to submit with his completed and signed Bid Form and the Bid Security, the other documents listed in this Paragraph 1.15 shall be conclusively treated as an irregularity which, in the discretion of Owner may be ignored and the Bid accepted, provided that the omitted document or missing portion of the document is submitted after the Bid within three (3) days of written notice from Owner of the deficiency and of the opportunity to cure. If the Bidder fails to cure within the three (3) days or other period provided, the Bidder shall forfeit its Bid Security, the Bid shall be rejected as nonresponsive, and the Bidder shall be deemed not a responsible contractor for the next two construction solicitations issued by Owner.

D. In accordance with the Pennsylvania Antibid-Rigging Act, 62 Pa.C.S. § 4501 et seq., the Bidder shall submit with his Bid a Non-Collusion Affidavit.

E. The Bidder shall submit a completed Qualifications Statement, reflecting a good-faith effort at providing complete information in response to the questions therein. No Bidder will be disqualified on the ground of nonresponsiveness unless the effort at completing the form is substantially incomplete or demonstrates bad faith. Before making an award, Owner may require any Bidder, upon at least three (3) days' notice, to present satisfactory evidence, in form specified by the Owner and in addition to the materials provided in the completed Qualifications Statement, of his experience, qualifications, financial ability, and other matters reasonably related to his ability to satisfactorily perform and complete the Work covered by his proposal, or reasonably related to his integrity as a public contractor. An apparent low Bidder shall upon request submit the most recent audited financial statement or, if an audited financial statement is unavailable, a financial statement prepared after a compilation or review, within three (3) days of the Owner's request. Owner may direct that Bidder appear, by designated representatives, at a meeting called to consider Bidder's responsibility as a contractor under applicable law. The Owner reserves the right to request such other information or data as the Owner and its representatives may deem necessary to evaluate the qualifications of the Bidder and to consider such matters, facts and circumstances presented by the Bidder as shall be permitted by Pennsylvania law in making a determination whether the Bidder is a responsible Bidder.

F. An out-of-state Bidder shall submit a Certificate of Authority or its equivalent, or, if a Certificate has neither been issued or denied, the application for the Certificate, in accordance with Subparagraph 1.14.U(2).

G. A Bidder which is a Limited Liability Company (LLC), or equivalent form of business organization, shall comply with the requirements of 1.14.R.

1.16 BID WITHDRAWAL AND TIME ALLOWED FOR MAKING AWARD

A. The Bidder may withdraw his Bid at any time up to the scheduled time for opening of Bids. The withdrawal of a Bid prior to the deadline for bidding may occur only by an official representative of the Bidder. Resubmitted Bids are permitted, provided that the resubmitted Bid meets all the requirements of a Bid under the Contract Documents, including the requirement of submission prior to the bidding deadline. Bids may not be modified after the deadline for submittal.

B. After the deadline for submittal, no Bid may be withdrawn except as permitted by the Bid Withdrawal Act.

C. Bids may not be modified or withdrawn by the Bidder for sixty (60) calendar days following the opening of Bids. However, if award of the Contract is delayed by the required approval of another government agency, the sale of bonds or the award of grants or grant, the Bids may not be withdrawn by the Bidder for a period not to exceed 120 calendar days from the date of bid opening in accordance with Pennsylvania law. The deadline for award and the issuance of a notice of award may be extended by mutual written agreement of the Bidder and Owner.

1.17 AWARD OF CONTRACT

A. The Contract will be awarded in accordance with the provisions of applicable law, to the lowest responsible Bidder provided the Bid complies with the requirements of these Instructions to Bidders and other Contract Documents and is reasonable and provided further that it is in the best interests of the Owner to accept it.

B. The Owner shall have the right to accept Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted on the date of Contract Award.

C. The Owner reserves the right to waive any informality in bids when such waiver is in the interest of the Owner and as may be permitted by these Instructions.

D. The Owner reserves the right to reject any and all bids when such rejection is in the interest of the Owner, and to reject the bid of any Bidder, who in the Owner's judgment, is not in position to perform the Contract. The Owner reserves the right to reject an unbalanced Bid, including a Bid with a Unit Price that unreasonably states the cost to the Bidder of a unit of Work or a Bid with an Alternate that is intended to be selected by the Owner and that is priced in an amount that unreasonably varies from the Alternate's cost to the Bidder.

E. The Resolution of the Owner's City Council, selecting a Bidder as the successful contractor on the Bid, shall constitute (1) notice of the intent to award for the purpose of Paragraph 1.18, and (2) the award for the purpose of the deadline for awarding a contract under the Award and Execution of Contracts Act.

F. Each Bidder agrees to waive any claim it has or may have against the Owner, the Architect, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

1.18 SUBMITTALS REQUIRED POST-AWARD

A. The Owner, during the period allowed and any extensions thereof, in its sole discretion, may after selection of a Bidder issue a notice of intent to award. Any such notice is not a Contract Document. Thereafter, Owner may award a Contract to the Bidder selected by Owner and sign the Owner-Contractor Agreement, provided that the Bidder delivers to the Owner (by delivery to the Architect unless an Owner's notice of intent to award shall designated a different place) within seven (7) days of notice the following:

.1 Executed Agreement (executed in the required number of counterparts) in the form set forth in the Contract Documents.

.2 Performance and Payment Bonds in the form set forth in Contract Documents and in accordance with these Instructions to Bidders.

.3 Insurance Certificates, policies or other evidence of insurance for insurance coverages that the Contractor is required to maintain.

.4 Corporate resolutions showing authorization of representative to sign the Agreement (other than the officials specified in Subparagraph 1.14.Q), and similar documents showing the authorization of a representative of a Limited Liability Company to sign, under Subparagraph 1.14.R).

.5 Other documents and submittals required by the Contract Documents.

Failure of the Bidder to whom notice of intent to award has been given to deliver above items required by the Contract Documents within seven (7) days shall constitute grounds for the Owner to declare the Bidder's Bid Security forfeited and to award to another Bidder, unless .

B. The Owner-Contractor Agreement in final form will be prepared by Owner using the form identified in the Contract Documents.

C. Bidder shall furnish a Performance Bond and a Payment Bond on the forms provided, each in the amount of one hundred percent (100%) of the total amount of the Contract, including Alternates and included Unit Prices, in triplicate, with a Surety Company acceptable to the Owner. At least one (1) copy of the Bonds must be an original. The Attorney-in-Fact who executes the Payment and Performance Bonds on behalf of the Surety Company shall affix to the bonds a certified and current copy of its Power of Attorney, authorizing said Attorney-in-Fact to act on behalf of the Surety. The Surety Company shall be licensed in the Commonwealth of Pennsylvania with an A.M. Best rating of no less than A minus. The Bonds shall be dated, the Power of Attorney must be dated the same day as the Bonds and both the Bonds and Power of Attorney shall have affixed the raised corporate seal of the surety. The Agreement shall be executed by the President or a Vice President of the Corporation and the execution of the Agreement shall be attested to by the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer. If an officer other than one of these enumerated officers signs or attests to the Bond, the Bond shall be accompanied by documentation establishing the authority of the officer to sign or to attest.

D. The Contractor shall deliver said Bonds to the Owner not later than seven (7) days after issuance of the intention to award or notice to proceed and prior to executing the agreement. Failure or neglecting to

deliver said Bonds, as specified, shall be considered as having abandoned the Contract and the Bid Security will be retained as liquidated damages.

E. The insurance certificates submitted must meet the requirements set forth in the General Conditions.

F. After approval of Agreement, Bonds, insurance, and other submittals, the Owner will sign and date the Agreement. Owner shall return to the successful Bidder within a reasonable period of time one (1) original of the dated, executed Agreement.

1.19 OTHER LAWS AND REGULATIONS

A. The Bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances and codes, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they are deemed to be included in the Contract the same as though herein written in full.

B. Federal Occupational Safety and Health Act of 1970 (OSHA)

.1 Attention is directed to the terms, provisions and conditions of the William-Steiger Safety and Health Act of 1970, which is specifically applicable to this Project.

.2 The Contractor agrees to be bound by them and further agrees and promises to conform and comply with the Standards set forth in the Act.

.3 The Contractor is required to promptly perform all reporting and recording, compliance and safety as required by said Act.

C. Pennsylvania Act 287 - Utilities Protection:

The Contractor will be responsible for complying with Pennsylvania Act 287, commonly known as the "Call Before You Dig Act". Excavation or digging Contractors may learn the utilities and authority Owners by calling 1-800-242-1776 statewide prior to excavation work. One call locates utility lines and the utilities are notified.

D. Pennsylvania Prevailing Wage Act 442:

.1 The general prevailing minimum wage rates including contributions for employees benefits as shall have been determined by the Secretary of Labor and Industry which must be paid to the workman employed in the performance of the Contract are included in this Project Manual.

The Contract shall specifically provide that 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), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.

.2 The Contract shall contain the stipulation that such workmen 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 this Section.

.3 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.

.4 The Contractor shall insert in each of their subcontracts all of the stipulations contained in these required provisions and such other stipulations as may be required.

.5 The Contract shall provide that no workmen may be employed on the public work except in the classifications set forth in the decisions of the Secretary of Labor and Industry. In the event that additional or different classifications are necessary the procedure set forth in Section 7 of these Regulations shall be followed.

.6 The Contract shall provide that all workmen employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contractual relations which may be alleged to exist between any contractor, subcontractor and workmen, not less than once a week without deduction or rebate, on any account, whether directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the contract, the Act, or these Regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to any workman on the public work.

.7 The Contract shall provide that the contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary of Labor and Industry, including the effective date of any changes thereof, in a prominent and easily accessible place or places used by them to pay workmen their wages. The posted notices of wage rates must contain the following information:

a. Name of project.
b. Name of public bid of which it is being constructed.
c. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
d. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
e. The statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the contractor and/or subcontractor are not complying with the Act or these Regulations in any manner whatsoever, they may file a protest in writing with the Secretary of Labor and Industry 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 public work project. Any workmen paid less than the rate specified in the contract shall have 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.

.8 The Contract shall provide that the contractor and all subcontractors shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day and the actual hourly rate of wage paid (including employee benefits) to each workman employed by them in connection with the public work and such record must include any deductions from each workman. The record shall be preserved for two years from the date of payment and shall be open at all reasonable hours to the inspection of the public body awarding the contract and to the Secretary of Labor and Industry or his duly authorized representatives.

.9 The Contract shall provide that apprentices shall be limited to such members as shall be in accordance with a bona fide 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 approved July 14, 1961 (Act No. 304) and the Rules and Regulations issued pursuant thereto shall be employed on the public work project. Any workman using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeyman in that particular craft and/or classification.

.10 Wages shall be paid without any deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary of Labor and Industry has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workman.

.11 Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, 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 Act and these Regulations, regardless of the average hourly earnings resulting therefrom.

.12 The Contract shall also provide that each contractor and each subcontractor shall file a notarized statement each week and a final statement at the conclusion of the work on the contract with the Owner, under oath, and in form satisfactory to the Secretary of Labor and Industry, certifying that all workmen have been paid wages in strict conformity with the provisions of the contract as prescribed by this Section 3 of these Regulations, or if any wages remain unpaid to set forth the amount of wages due and owing to each workman respectively. Classification of workman used on the certified payroll form shall exactly match the classifications put forth by the Department of Labor and Industry in their prevailing wage determination for the project.

.13 The provisions of the Act and these Regulations shall be incorporated by reference in the contract.

E. Nondiscrimination.

.1 According to 62 Pa. C.S.A. § 3701, the Contractor agrees that:

a. In the hiring of employees for the performance of work under the contract or any sub-contract, no contractor, sub-contractor, or any person acting on behalf of the contractor or sub-contractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

b. No contractor or sub-contractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.

c. The contract may be canceled or terminated by the government agency, and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.

F. Human Relations Act.

.1 The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employees, employers, employment agencies, labor organizations, Contractors and others. The Contractor shall agree to comply with the provisions of this Act as amended that is made part of the Specifications. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 Pa. Code 349.101.

G. Steel and Steel Products Procurement.

In accordance with Act 3 of the 1978 General Assembly of The Commonwealth of Pennsylvania approved March 3, 1978, and as amended by Act 161 of 1982, and by Act No. 1984 44, if any steel or cast iron products are to be used or supplied in the performance of this Contract only steel or cast iron products produced in the United States as defined therein, shall be used or supplied in the performance of the Contract or any contracts thereunder.

H. Taxes.

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

2. Notwithstanding the foregoing, however, Owner is exempt from sales and/or use tax in Pennsylvania on certain transactions. Contractor and all subcontractors shall comply with the requirements in the General Conditions pertaining to the payment of taxes.

I. Standard of Quality.

The various materials and products specified in the Contract Documents by name or description are given to establish a standard of quality and of cost for bid purpose. Refer to Section 016000 regarding Product Requirements.

J. Asbestos-Free Certification.

The successful Contractor shall certify that "no asbestos containing materials" (ACM) and no "asbestos containing building materials" (ACBM) in this installation.

K. No Drugs or Alcohol on the Project sites.

The performance of Work at the Project sites is governed by the Owner's policies on drug and alcohol free workplaces. Contractor's employees will abide by the same prohibitions as are applicable to the Owner's employees. Any person discovered on site with/or under the influence of any illegal drugs or alcoholic beverages will be told to leave the Project sites by the appropriate Prime Contractor, and shall not be permitted to return. Each Prime Contractor shall be responsible to monitor and enforce this issue with his own employees and those of the subcontractors.

L. No Weapons on the Project sites.

Any person discovered on site possessing a weapon will be told to leave the Project sites by the appropriate Prime Contractor, and shall not be permitted to return. Each Prime Contractor shall be responsible to monitor and enforce this issue with his own employees and subcontractors.

M. Pollution Control - Preservation Of Natural Resources.

.1 In compliance with Act No. 247 of the 1972 Session of General Assembly of the Commonwealth of Pennsylvania, Federal and/or State statutes, rules or regulations dealing with the prevention of environmental pollution and preservation of public natural resources that may affect the Specifications.

The Contractor shall fully comply with the latest revisions of said Acts and shall ensure compliance by all of the Contractor's Subcontractors.

.2 All demolition and construction waste materials and/or rubbish shall be disposed of off the project site. All demolition and construction waste materials and/or rubbish shall be disposed of in accordance with the latest Pennsylvania Solid Waste Laws at an approved facility.

.3 The Architect has obtained from the Pennsylvania Department of Environmental Protection an approved plan for soil erosion control. This plan is to be considered as part of the Contract Documents. The General Contractor shall maintain the plan on the project site at all times and shall be responsible for complying with all laws, regulations and guidelines of the Department.

N. Waiver of Right-to-Know

By submission of a Bid, Successful Bidder agrees to waive all rights provided by Pennsylvania's Right-to-Know Law to secure documents from Owner in connection with any contract awarded to Successful Bidder by Owner. The purpose of this waiver is to protect the interests of Owner in the orderly review any claims or disputes between Owner and Successful Bidder and the orderly and efficient processing of any claim or dispute in accordance with the dispute resolution provision of the Contract with Owner. Bidder further agrees that this waiver applies to any legal person acting on behalf of Successful Bidder, including but not limited to attorneys engaged by Successful Bidder, and his directors, officers, employees, agents, consultants, and representatives. The submission of a Right-to-Know request to secure documents from Owner in connection with any contract awarded to Successful Bidder by Owner that is not withdrawn within three day of receipt of a written request from Owner invoking the provisions of this subparagraph shall subject Successful Bidder to the imposition of liquidated damages in the amount of Ten Thousand Dollars ($10,000.00).

END OF DOCUMENT 002114

ATTACHMENT "A"

Scranton Fire Station Facility Improvements

Request for Information
Pre-bid use only

Bid RFI# _____
To be completed by Architect

To: Highland Associates Architects
Highland Center
102 Highland Avenue
Clarks Summit, PA 18411
Phone: 570-586-4334 Fax: 570-586-5990
E-mail: dmarcinkevich@ha-pa.com

Date: _____

Contractor: _____
Address: _____
Phone: _____ Fax: _____

Request:

Contractor Recommendation:

Response:

Signed: _____
Date: _____

SECTION 008020 – SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from or add to the **"General Conditions of the Contract for Construction" AIA Document A201, 2007 Edition.** Where any Article of General Conditions is modified or any Section, Subsection or clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of the Article, Section, Subsection or clause shall remain in effect. References to a Section number (for example, 1.1 or 1.1.2) are to be understood generally as including all Subsections within the Section (for example, 1.1.2 and 1.1.2.1, respectively). References to a Subsection are to be understood as including the Section.

ARTICLE 1 - GENERAL PROVISIONS

Section 1.1 BASIC DEFINITIONS

Delete the first sentence of Section 1.1.1 in its entirety and, in lieu thereof, substitute the following:

1.1.1 [*Substitute:*] Owner has issued Bidding Documents and Contract Documents for the Project. It is hereby agreed and understood that all Contract Documents are being provided by Owner, and that nothing included therein shall constitute a warranty or representation by Owner's Representative, Architect, their consultants, employees or representatives.

1.1.1.1 [*Add:*] The Bidding Documents consist of the documents identified below:

a. All Addenda issued prior to the Bid
b. Instructions to Bidders
c. Attachments to the Instructions
d. Bid Forms for Construction Contracts – General, Plumbing, HVAC, and Electrical
e. Advertisement for Bid
f. Form of Contractor's Qualifications Statement
g. Form of Non-Collusion Affidavit
h. Bid Bond or Bid Security Form
i. Prevailing Wage Pre-determination
j. Form of Performance Bond
k. Form of Payment Bond
l. All other Contract Documents

1.1.2 [*Add:*] The Contract Documents consist of:

a. Amendments, Construction Change Directives and Change Orders issued subsequently to the execution of the Agreement
b. Agreement between Owner and Contractor
c. Supplementary General Conditions of Contract
d. Conditions of the Contract (AIA Document A201 – 2007)
e. General Requirements (Division 1)
f. Drawings and Specifications for all Contracts
g. Bid Forms (completed)
h. Performance Bond (completed)

i. Payment Bond (completed)
j. Contractor's Qualifications Statement (completed)
k. Certificates of authorization to do business (out-of-state contractors)
l. Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706)
m. Contractor's Affidavit of Release of Liens (AIA Document G706A)
n. Substitution Request Form for Post-Bid Substitutions **[recheck this]**
o. Insurance certificates
p. Notice or Notices to Proceed
q. Other forms and certifications
r. All other Bidding Documents

Delete the last sentence of Section 1.1.1 in its entirety.

Delete the word "contractual" from the fourth sentence before the word "relationship" in Section 1.1.2 and add the following phrase as follows:

1.1.2 [*Add:*] "contractual or otherwise" after the word "kind".

Delete the last sentence of Section 1.1.2 in its entirety.

Add to the following new Subsections 1.1.2.1 through 1.1.2.4:

1.1.2.1 [*Add:*] 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.

1.1.2.2 [*Add:*] It is hereby agreed and understood that all Contract Documents are being provided by Owner, and that nothing included therein shall constitute a warranty or representation by Owner's Representative, Architect or their consultants, employees or representatives.

1.1.2.3 [*Add:*] The Agreement between Owner and Contractor, the Contract Documents or the information supplied to Contractor in connection with this Project, including any deficiency, inconsistency or misrepresentation therein, shall not create any cause of action in favor of or against any third party, including but not limited to Owner's Representative, Architect, another architect or engineer, or a design professional serving in any capacity, or any of their consultants, employees or representatives, whether such action may be for breach of contract, breach of warranty, negligence, misrepresentation or other tort, and specifically including but not limited to those claims otherwise permitted by the Pennsylvania Supreme Court's decision in the case of Bilt-Rite Contractors, Inc. v. Architectural Studio, 866 A.2d 270 (Pa. 2005). Contractor agrees that any such rights are waived.

1.1.2.4 [*Add:*] Except when Contractor is required to pursue a claim directly against another Contractor as directed elsewhere in the Contract Documents or its own subcontractors, Contractor agrees that any and all claims, disputes or legal actions filed or pursued by Contractor in connection with this contract, the Contract Documents or the Project, shall be filed or pursued only against the named Owner of the Project under the claims procedures set forth in this Agreement, that any claims or causes of action are hereby waived, and that no claims or legal actions may be filed or pursued against Owner's administrators, officials, directors, their employees, representatives, or Owner's Representative, Architect, another architect or engineer, or a design professional serving

in any capacity, or any of their consultants, or their employees or representatives, including but not limited to those claims otherwise permitted by the Pennsylvania Supreme Court's decision in the case of Bilt-Rite Contractors, Inc. v. Architectural Studio, 866 A.2d 270 (Pa. 2005). Contractor agrees that this Subsection shall survive termination of this Contract. Contractor also agrees that this Subsection shall be binding whether or not Contractor claims a breach of this Contract, prior to, during, or after its execution, and that this Subsection shall apply to any and all claims including breach of contract, breach of warranty, negligence, misrepresentation or other tort, or otherwise.

Add the following language to the end of the first sentence of Section 1.1.3:

1.1.3 [*Add:*] . . . including any Subcontractor's labor, materials, equipment, and services, and those of material suppliers or any other entity for whom Contractor is responsible and whether on or off the site of the Project.

Add the following to the end of Section 1.1.5:

1.1.5 [*Add:*] . . . and shop drawings.

Delete Section 1.1.8 in its entirety and, in lieu thereof, substitute the following new Sections 1.1.8 through 1.1.15 as follows:

1.1.8 [*Add:*] The term, "Lead Contractor" means Contractor designated by Owner to schedule and coordinate the Project, and resolve conflicts in the coordination, scheduling, durations, sequences, and means and methods ("coordination decisions") of or for the Work by making final construction decisions when the Prime Contractors directly involved cannot resolve the dispute between or among themselves. The General Contractor is designated as Lead Contractor for the Project.

1.1.9 [*Add:*] The term "product" includes materials, systems and equipment.

1.1.10 [*Add:*] The term "provide" includes furnishing and installing a product, complete in place, operating, tested and approved.

1.1.11 [*Add:*] The term "building code" and the term "code" refer to regulations of governmental agencies having jurisdiction.

1.1.12 [*Add:*] The terms "approved", "required" and "as directed" refer to and indicate the work or materials that may be approved, required or directed by Architect acting as the agent of Owner.

1.1.13 [*Add:*] The term "similar" means in its general sense and not necessarily identical.

1.1.14 [*Add:*] The terms "shown", "indicated", "detailed", "noted", "scheduled" and terms of similar import refer to requirements contained in the Contract Documents.

1.1.15 [*Add:*] The term, "Subcontractor" includes subcontractors to the Prime Contractors, and sub-subcontractors at all levels and all material and equipment suppliers.

Section 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add new Sections 1.2.4 through 1.2.7 as follows:

1.2.4 [*Add:*] Computed dimensions shall take precedence over scale dimensions, and large scale drawings shall take precedence over small scale drawings.

1.2.5 [*Add:*] Anything shown on the Drawings and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Drawings shall have the same effect as if shown or mentioned respectively in both. Any Work shown on one Drawing shall be construed to be shown in all Drawings, and Contractor shall coordinate the Work and Drawings to conform to the requirements of the Contract Documents.

1.2.6 [*Add:*] In the event of an inconsistency between the Specifications and Drawings, the interpretation as determined by Architect shall prevail; as between large scale drawings and small scale drawings, the large scale shall take precedence. Specifications having greater detail or specificity take priority over specifications of lesser detail or specificity, and detail takes precedence over General Drawings.

1.2.7 [*Add:*] If any portion of the Contract Documents shall be in conflict with any other portion after the application of the rules of interpretation set forth in this Section 1.2, the various documents comprising the Contract Documents as set forth in Section 1.1.2 of these Supplementary Conditions shall govern in the order and sequence listed therein.

Section 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

Add to Section 1.5.2 as follows:

1.5.2 [*Add:*] Reproduction of the material herein or substantial use without written permission of Highland Associates violates the copyright laws of the United States.

Section 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

Add to Section 1.6 as follows:

1.6.2 [*Add:*] or as otherwise may be agreed.

ARTICLE 2 - OWNER

Section 2.1 GENERAL

Change the first part of the first sentence of Section 2.1.1 the identify Owner as follows:

2.1.1 [*Change:*]

Owner
City of Scranton
c/o Office of Business Administration
340 North Washington Ave.
Scranton , PA 18503

Delete the second sentence of Section 2.1.1 and substitute, in lieu thereof, the following:

2.1.1 [*Substitute:*] Owner's Representative for the Project will be identified by Owner in writing following the award of Bids. Owner's Representative has the authority provided by appropriate action of the City Council and as set forth herein. The identity of Owner's Representative may be changed by written notice.

Delete Section 2.1.2 in its entirety.

Section 2.2 INFORMATION AND SERVICES REQUIRED OF OWNER

Delete Section 2.2.1 in its entirety.

Delete Section 2.2.2 in its entirety and, in lieu thereof, substitute the following:

2.2.2 [*Substitute:*] Owner shall pay for the General Building Permit. If the funds to pay the General Building Permit are advanced by the General Contractor, the cost of the Permit shall be submitted with the General Contractor's next payment application, without markup. All other permits and licenses necessary to perform the Work shall be paid for by the appropriate Contractor.

Delete Section 2.2.3 in its entirety and, in lieu thereof, substitute the following:

2.2.3 [*Substitute:*] Contractor shall be responsible to verify the accuracy of the site's physical characteristics, legal limitations and utility locations and bring to the attention of Owner and Architect any discrepancies discovered that may affect the Work.

Delete Section 2.2.5 in its entirety and, in lieu thereof, substitute the following:

2.2.5 *[Substitute:]* The Prime Contractors with whom Owner shall enter into a contract shall be entitled to receive six (6) sets of drawings and specifications without charge. Documents in usable condition returned by unsuccessful bidders will be furnished upon request without cost except for handling and delivery. Additional drawings and specifications may be purchased from Architect at a rate of $2.00 per drawing sheet and $.25 per specification page. The six (6) sets of drawings and specifications referred to above shall not include the set purchased during bidding.

Section 2.3 OWNER'S RIGHT TO STOP THE WORK

2.3 Delete the word, "repeatedly" from the first sentence and the words, "except to the extent required by Section 6.1.3."

Add the following text to the end of Section 2.3.1:

2.3.1 [*Add:*] This right shall be in addition to and not in restriction of or derogation of Owner's rights under Article 14 hereof. The Owner's right to stop the Work shall not relieve Contractor of its responsibilities and obligations under or pursuant to the Contract Documents.

Section 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

Delete Section 2.4.1 in its entirety and, in lieu thereof, substitute the following:

2.4.1 [*Substitute:*] If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from Owner to commence and continue correction of such default or neglect with diligence and promptness, Owner may, without prejudice to other remedies, correct such deficiencies immediately. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the any additional services by Architect or others made necessary by such default, neglect or failure. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to Owner.

Add new Section 2.5 as follows:

Section 2.5 OWNER'S REPRESENTATIVE **[recheck. 2.5 being reviewed by Dave B.]**

Add new Section 2.5.1 and Subsections 2.5.1.1 through 2.5.10.8 as follows:

2.5.1 [*Add:*] Owner's Representative during construction is Owner's designated and authorized representative to act on its behalf and, among other things, to stop work for, including, but not limited to, unsatisfactory field test results, deficient materials, equipment or systems, deficient work or unsatisfactory installations. The following is a description of actions that may be undertaken by Owner's Representative and how Owner's Representative is to interact with Architect and Contractors. Owner's Representative shall assist Owner in observing performance of the Work of Contractors. Owner's Representative shall endeavor to provide further protection for Owner against defects and deficiencies in the Work of Contractors; Owner's Representative is not however responsible for construction means, methods, techniques, sequences or procedures for safety precautions or programs, or responsibility for Contractor's failure to perform the Work in accordance with the Contract Documents and in particular the specific limitations set forth in this Agreement are applicable. The duties and responsibilities of Owner's Representative are plenary and include the following:

2.5.1.1 [*Add:*] Owner's Representative is an employee of the Owner and may delegate to other employees orally or in writing the activities set forth herein or may convene a group of employees as may be required to consider issues presented.

2.5.1.2 [*Add:*] Owner's Representative is Owner's agent at the site and will act on behalf of Owner and will confer with Architect and Contractors as may be required. Owner's Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.

2.5.1.3 [*Add:*] Schedules: Review the progress schedule, schedule of shop drawing submittals and schedules of value prepared by Contractors and consult with Architect and Owner concerning acceptability. Monitor Contractor's prepared critical path method (CPM) schedule and Contractor's progress and conformance with project completion dates, pursuant to the CPM schedule criteria.

2.5.1.4 [*Add:*] Conferences and Meetings: Attend meetings with Architect and Contractors, such as Pre-Construction Conferences, Progress Meetings, Job Conferences, and other project-related meetings.

2.5.1.5 [*Add:*] Liaison: Service as Owner's liaison with Contractors, and assist in understanding the intent of the Contract Documents; assist Architect and Owner in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.

2.5.1.6 [*Add:*] Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

2.5.2 [*Add:*] Shop Drawings and Samples:

2.5.2.1 [*Add:*] Monitor the recording of the date of receipt of Shop Drawings and samples.

2.5.2.2 [*Add:*] Monitor the receipt of samples which are furnished at the site by Contractor, and notify Architect and Owner of availability of samples for examination.

2.5.2.3 [*Add:*] Monitor the Architect's oversight of the commencement of any Work requiring a Shop Drawing sample or if the submittal has not been approved by Architect and Owner.

2.5.3 [*Add:*] Review of Work, Rejection of Defective Work, Inspections and Tests:

2.5.3.1 [*Add:*] Conduct limited on-site observation of Work in progress to assist Architect in determining if the Work is in general, proceeding in accordance with the Contract Documents.

2.5.3.2 [*Add:*] Report to Architect whenever it is believed that any Work is unsatisfactory, faulty, or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made. Owner's Representative shall be officially designated to act on Owner's behalf as its authorized representative to exercise Owner's right to stop and/or suspend work or reject materials, equipment and systems or other non-conforming, deficient, incomplete and unacceptable Work in complete accordance with AIA General Conditions, Article 2.3, provided in the Contract Documents.

2.5.3.3 [*Add:*] Monitor the verification that all tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record, and report to Architect and Owner.

2.5.4 [*Add:*] Interpretation of the Contract Documents: After consultation with Architect and others as may be appropriate, clarify and interpret the Contract Documents are needed and transmit to Contractor, clarifications and interpretations.

2.5.5 [*Add:*] Modifications: Consider and evaluate Contractor's suggestions for modifications on Drawings or Specifications and discuss same with Architect.

2.5.6 [*Add:*] Records. In accordance with Sections 2.5.6.1 through 2.5.10.4, assure that Architect provides the following services:

2.5.6.1 [*Add:*] Maintain orderly files for correspondence, reports of Job Conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

2.5.6.2 [*Add:*] Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures and send copies to Architect and Owner.

2.5.6.3 [*Add:*] Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

2.5.6 [*Add:*] Reports:

2.5.6.1 [*Add:*] Furnish Owner with periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

2.5.6.2 [*Add:*] Consult with Owner in advance of scheduled major tests, inspections or start of important phases of the Work.

2.5.6.3 [*Add:*] Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Architect and Owner Change Orders, Work Directive Changes, and Field Orders.

2.5.6.4 [*Add:*] Report immediately to Owner upon the occurrence of any accident.

2.5.7 [*Add:*] Payment Requests: Review applications for payment with Contractor for compliance with the established procedures for their submission and forward with recommendations to Owner, noting particularly the relationship of the payments requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

2.5.8 [*Add:*] Certificates, Maintenance, and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Owner prior to final payment for the Work.

2.5.9 [*Add:*] Completion:

2.5.9.1 [*Add:*] Before a Certificate of Substantial Completion is issued, submit to Contractor a list of observed items requiring completion or correction.

2.5.9.2 [*Add:*] Conduct a final inspection in the company of Owner and Contractor and prepare a final list of items to be completed or corrected.

2.5.9.3 [*Add:*] Observe that all items on final list have been competed or corrected and make recommendations to Owner concerning acceptance.

2.5.10 [*Add:*] Owner's Representative - Limitations of Authority:

2.5.10.1 [*Add:*] Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized.

2.5.10.2[*Add:*] Shall not undertake or limit any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent.

2.5.10.3[*Add:*] Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

2.5.10.4[*Add:*] Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

ARTICLE 3 - CONTRACTOR

Section 3.1 GENERAL

Delete the first sentence of Section 3.1.1 in its entirety and, in lieu thereof, substitute the following:

3.1.1 [*Substitute:*] Contractor is a person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. Unless the context otherwise requires, the term, "Contractor" refers to each Prime Contractor and the General Contractor, designated as Lead Contractor for the Project.

Section 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Add the following at the end of Section 3.2.1:

3.2.1 [*Add:*] Any errors, inconsistencies, or omissions discovered by Contractor shall be reported promptly to Architect using the Request for Information Form or other writing. Contractor shall be liable to Owner for its damages and costs, and shall not recover damages or costs Contractor incurs, attributable to or resulting from errors, inconsistencies or omissions in the Contract Documents, where Contractor, having recognized such error, inconsistency or omission, failed to report it to Architect in a timely manner.

Add the following new Section 3.2.1.1:

3.2.1.1 [*Add:*] Contractor shall review the drawings and Work of other separate prime contracts to determine if that Work affects Contractor's planned Work and also to assist in the coordination and scheduling of all Work.

Delete from Section 3.2.2, the language, "as well as the information furnished by Owner pursuant to Section 2.2.3."

Delete Section 3.2.4 in its entirety.

Add Sections 3.2.5 through 3.2.7 as follows:

3.2.5 [*Add:*] Owner shall be entitled to deduct from the Contract Sum amounts paid to Architect for Architect to evaluate and respond to Contractor's Requests for Information,

where such information was available to Contractor from a reasonable study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or existing Project correspondence or documentation.

3.2.6 [*Add:*] Contractor shall give Architect timely notice of any additional design drawings, specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the Work. Contractor shall not proceed with any Work not clearly and consistently defined in detail in the Contract Documents, special requests, additional drawings or instructions from Architect. If Contractor proceeds with such Work without obtaining further drawings or instruction, Contractor shall correct Work incorrectly done at its own expense.

3.2.7 [*Add:*] Existing Conditions: Reference is made to the information made available by Owner and Architect. This information was utilized by Architect in preparation of the Contract Documents. Contractor may rely upon the accuracy of the factual information contained in such materials, but not for the completeness thereof for Contractor's purposes. Except as indicated elsewhere in these Contract Documents, Contractor shall have full responsibility with respect to physical conditions in or relating to such conditions.

Section 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Delete the following words from the second sentence of Section 3.3.1:

3.3.1 [*Delete:*] "...unless Contract Documents give other specific instruction concerning these matters."

Add the following language to first sentence of Section 3.2.2, after the words, "to Owner"

3.3.2 [*Add:*] "and to other Prime Contractors"

Add the following language to the end of Section 3.3.2:

3.3.2 [*Add:*] ...or claiming by, through or under Contractor and for any damages, losses, costs and expenses resulting from such acts or omissions.

Add the following new Subsection 3.3.2.1 as follows:

3.3.2.1 [*Add:*] If any failure by Contractor to comply with the Contract Documents or to maintain an approved project schedule causes any damage or cost to Owner, then Contractor shall indemnify and hold harmless Owner for any such damage or cost. Such damage or cost to Owner shall include any payment by Owner to others or liability of Owner to others resulting from such failure by Contractor, including but not limited to: (1) any payment or liability arising from change orders, claims, arbitration or litigation; or (2) any payment or liability for fees or costs to Owner's Representative, Architect, consultants, experts and attorneys.

Add the following new Sections 3.3.4 through 3.3.9:

3.3.4 [*Add:*] The General Contractor is designated as Lead Contractor for this Project. Each Prime Contractor shall coordinate its construction activities with those of other Prime

Contractors. Lead Contractor is responsible for making all coordination decisions not mutually agreed to by the affected Prime Contractors. Disputes between Lead Contractor and one or more other Prime Contractors and disputes between two or more Prime Contractors pertaining to the creation, application, and modification of the project schedule, interferences and delays claimed by Contractor against another Prime Contractor, default in any of the obligations of another Prime Contractor that delays, interferes or otherwise harms Contractor, the furnishing of additional resources to meet the project schedule, job coordination and all aspects of the coordination, scheduling, durations, sequences, and means and methods of construction ("coordination decisions") shall be submitted in writing promptly to Lead Contractor for a final construction decision. Contractor may request that a final construction decision be rendered and confirmed in writing. The final construction decision of Lead Contractor, whether provided verbally or in writing, shall be consistent with the content and intent of the Contract Documents. The final construction decision of Lead Contractor shall be observed, accepted and fully followed by Lead Contractor and all Prime Contractors and their subcontractors and sub-subcontractors on the Project, subject only to the commencement of the proceeding at the request of a Contractor and the commencement of an arbitration proceeding between affected Contractors under Section 15.5. The progress of the Work in accordance with the final construction decision of Lead Contractor shall not be delayed pending any such arbitration proceeding.

3.3.4.1 [*Add:*] In the event of a dispute between or among Contractors that results in the issuance of a final construction decision by Lead Contractor, or a dispute between or among Contractors that should have been submitted to Lead Contractor but was not, Contractor's sole and exclusive remedy for any and all disputes is the commencement of common-law arbitration under Section 15.5 against the other Contractor or Contractors, pursuant to the provisions of applicable law. A claim asserted between or among Contractors, and any claim that should have been asserted hereunder, must be brought within a reasonable period of time and in any event within six (6) months of Substantial Completion of the Work of Contractor bringing the claim. The damage remedy in such arbitration proceedings hereby provided in favor of Contractor shall be exclusive remedy for these and all other disputes that are or should be between and among Contractors. Contractor, including Lead Contractor, shall have no right of action against Owner, Architect, or Owner's Representative in connection with such disputes. Contractors may compel the initiation of the arbitration proceedings by a judicial action in accordance with applicable law and the provisions of Section 15.5. In any arbitration proceeding conducted, the losing party shall pay the costs of arbitration and reasonable attorneys' fees.

3.3.4.2 [*Add:*] In the event of a dispute that is not of the kind described in Sections 3.3.4 and Subsection 3.3.4.1, and where instead the dispute concerns compliance with the Drawings and Specifications for the Project and is therefore between Contractor and Owner, whether or not the dispute results in the issuance of a final construction decision by Lead Contractor or in the issuance of a direction from Architect, Contractor's sole and exclusive remedy for all claims is use of and resort to the provisions of Section 15.5. The remedies provided therein against Owner in connection with actions by Contractor shall be exclusive. Contractor shall have no right of action against Owner's Representative or Architect in connection with any such dispute.

3.3.5 [*Add:*] Refer to Division 1 Sections 011200 "Multiple Contract Summary" and 013200 "Construction Progress Documentation" for detailed requirements regarding coordination

of multiple prime contracts. The requirements of Division 1 are subordinate to the requirements of these General and Supplementary Conditions.

3.3.6 [*Add:*] Contractor's supervision of Work shall include expediting and coordination of the activities of the trades. Contractor shall perform all supervising and procuring required to insure delivery of materials to maintain work schedules of sub-contractors and progress schedule of project to insure full completion of Work, to supply equipment or instruments necessary to complete specified test, checks, balancing of system, to furnish operating instructions, and to otherwise complete the obligations set forth in the Contract Documents.

3.3.7 [*Add:*] Contractor, its employees or its Subcontractors shall not install any product or equipment in a manner which is in direct conflict with the manufacturer's recommended requirements. If the manufacturer of the product or equipment has requirements which cannot be met by the specific application indicated, Contractor shall bring this information to the attention of Architect. Products or equipment installed contrary to their manufacturer's requirements shall be replaced at no additional cost to Owner unless specifically authorized in writing by Architect.

3.3.8 [*Add:*] The Project involves mechanical, electrical and general construction installations. Contractor's representatives shall be sufficiently familiar with these trades to provide intelligent and efficient supervision, coordination and scheduling through all phases of Work.

3.3.9 [*Add:*] Contractor shall give Owner 48 hours' notice of any activity at a Project site that will impede or cause the discontinuation of operations, cause the loss of power, water, or proper heating and ventilation, or otherwise require the premises to be vacated. This notice is necessary in order to permit the Owner to relocate public safety operations to another facility. The Contractor shall schedule its work so that the public safety operations at no more than two sites have been discontinued and are not operational at any one time.

Section 3.4 LABOR AND MATERIALS

Delete from Section 3.4.2 the language, "Sections 3.12.8 and 7.4" and substitute, "Section 3.12.8"

Add the following Subsection to the end of Section 3.4.3:

3.4.3.1 [*Add:*] Owner encourages but does not require that laborers and mechanics employed be residents of the City where the Project is located.

Add the following new Sections 3.4.4 through 3.4.8:

3.4.4 [*Add:*] Substitutions may be considered from the lowest responsible Bidder of each Contract for a period of sixty (60) days after a Notice of Intent to Award Contracts is issued. Bids shall be based on the items specified. Substitutions may only be considered when requested by the successful Prime Contractor. It is the responsibility of the successful Prime Contractor to determine the equality of a proposed substitution. Substitution requests by manufacturers' representatives or product suppliers shall not be considered unless submitted through the successful Prime Contractor. Refer to Division 1, Section 016000 for additional requirements regarding substitutions.

3.4.5 [*Add:*] Substitute Work offered and accepted shall not be a basis for contingent extra charges or additional charges due to changes in related Work, such as rough-in, changes in supporting foundations, and other related Work.

3.4.6 [*Add:*] Contractor shall assume full responsibility for adequacy of substitute Work.

3.4.7 [*Add:*] Owner shall be entitled to deduct from the Contract Sum amounts paid to Architect to evaluate Contractor's proposed substitutions and to make agreed-upon changes in the Drawings and Specifications made necessary by Owner's acceptance of such substitutions.

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

Section 3.5 WARRANTY

Delete the following words from the first sentence of Section 3.5.1:

3.5.1 [*Delete:*] "not inherent in the quality required or permitted".

Delete the word "may" from the third sentence of Section 3.5.1 and substitute the word as follows:

3.5.1 [*Substitute:*] "shall"

Add the following new sentence to the end of Section 3.5.1:

3.5.1 [*Add:*] Contractor shall protect both new Work and existing conditions which may be susceptible to damage or abuse during the period of construction.

Add new Section 3.5.2 as follows:

3.5.2 [*Add:*] The minimum Warranty period, as defined above, shall be one (1) year from date of substantial completion. This warranty shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

Section 3.6 TAXES

Add a new Section 3.6.2 as follows:

3.6.2 [*Add:*] Contractor is aware of Owner's tax-exempt status in relation to this Project and the requirements of applicable laws related to certain limited exemptions from the application of sales taxes. Contractor has the obligation to determine the extent to which its Work is subject to sales tax by the Commonwealth of Pennsylvania, and to make all payments of sales tax that are due.

Section 3.7 PERMITS, FEES AND NOTICES

Delete Section 3.7.1 in its entirety and, in lieu thereof, substitute the following:

3.7.1 [*Substitute:*] General Construction or Building Permit, which is to be excluded from the Bids, shall be paid for by Owner directly or as a reimbursable item in the pay applications of Contractor awarded the Contract for General Construction, without markup. This permit shall be arranged for and paid by Owner or Architect acting on Owner's behalf, but shall be the responsibility of the General Construction Contractor to obtain.

Add new Section 3.7.2 as follows:

3.7.2 [*Add:*] Each Contractor shall submit, with no markup, the cost of any permits or inspection fees required by applicable law for Contractor's performance of Work on the Project. Owner shall reimburse Contractor, by Change Order with no markup, for fees paid to the municipal authorities having jurisdiction. Contractor shall secure and arrange for all necessary utility connections and municipal or agency approvals or permits required for the Project.

Delete Section 3.7.4 in its entirety and, in lieu thereof, substitute the following:

3.7.4 Refer to Section 1.09 in the Instructions to Bidders.

Delete Section 3.7.5 in its entirety

Section 3.8 ALLOWANCES

Add to the end of Section 3.8.2 the following Subsection 3.8.2.1:

3.8.2.1 Refer to Section 012100 of Division 1.

Section 3.9 SUPERINTENDENT

Delete the last sentence from Section 3.9.2.

Add new Sections 3.9.4 and 3.9.5 as follows:

3.9.4 [*Add:*] If Owner has in its sole discretion objections to any superintendent or assistant, Contractor shall submit a substitute to whom Owner or Architect has no reasonable objection. No increase in the Contract Sum or Contract Time shall be allowed for any such substitution.

3.9.5 [*Add:*] Contractor shall not replace its superintendent without the written consent of Owner unless the superintendent is no longer employed by Contractor.

Section 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

Delete Section 3.10 in its entirety and substitute the following:

3.10.1 [*Add:*] General Requirements.

3.10.1.1 [*Add:*] The Work under the Contract Documents shall be planned, scheduled, executed, reported and accomplished using a CPM scheduling methodology. The provisions of the General Requirements, the obligations set forth in this Section 3.10, and the directions

and final construction decisions of Lead Contractor are to be followed by Contractor in scheduling its construction activities. The scheduling services of Lead Contractor are part of its contract with Owner, but nothing herein relieves the obligations of Contractor and other Prime Contractors to schedule their own construction activities and nothing herein alters the obligation of Lead Contractor to resolve all supervision, coordination and scheduling issues between and among Contractor and other Prime Contractors.

3.10.1.2 [*Add:*] The primary objectives of the requirements of this Section 3.10 are: (1) to insure adequate planning and execution of the Work by Contractor by having a schedule of construction activities for all the Prime Contractors and their Subcontractors in final form within ten (10) days of the Notice to Proceed; (2) to assist Lead Contractor, Architect and Owner in evaluating progress of the Work; (3) to provide for optimum coordination by Contractor of its trades and Subcontractors, and of its Work with the work activities or services provided by other Prime Contractors, all under the direction and supervision of Lead Contractor; (4) to permit the timely prediction or detection of events or occurrences which may affect the timely prosecution of the Work; and (5) to provide a mechanism or tool for use by Lead Contractor and Contractor in monitoring any actions of any Contractor which may be required to comply with the requirements of the Contract Documents relating to the completion of the various portions of the Work by the Substantial and Final Completion dates specified in the Contract Documents.

3.10.1.3 [*Add:*] Contractor is responsible for determining the sequence and logic of Work activities, the time estimates of the detailed construction activities and the means, methods, techniques and procedures to be employed with regard to its portion of the Work. The Construction Schedule shall represent Contractor's best judgment of how Contractor shall prosecute the Work in compliance with the requirements of the Contract Documents. Contractor shall ensure that the Construction Schedule is current and accurate and is properly and timely monitored, updated and revised as Project conditions and the Contract Documents may require, and as may be directed by Lead Contractor. Solely at the election and in the discretion of Owner, Owner's Representative may assume such duties required of Lead Contractor in this Section 3.10 as may be in Owner's best interests. Owner's Representative shall, in such circumstances notify Lead Contractor and other Prime Contractors in writing as to which duties are being assumed. Only written direction from Owner's Representative constitutes assumption of duties of Lead Contractor, and the duties assumed are only those set forth in the written notice.

3.10.1.4 [*Add:*] Contractor shall consult with its major Subcontractors relating to the preparation of its construction plan and Construction Schedule. Major Subcontractors shall receive copies of those portions of Contractor's Construction Schedule which relate to their Work and shall be continually advised of any updates or revisions to the Construction Schedule as the Work progresses. When Contractor submits its Construction Schedule to Lead Contractor or makes any proposed updates or revisions to such Schedule, it shall be concluded by Owner and Lead Contractor that Contractor has consulted with and has the concurrence of its major Subcontractors. Contractor shall be solely responsible for ensuring that all Subcontractors comply with the requirements of the Construction Schedule for their portions of the Work.

3.10.1.5 [*Add:*] Contractor shall provide the basic data as required by Lead Contractor and by the set forth in General Requirements Division 1, relating to Work activities, durations and sequences as part of Contractor's draft of the Construction Schedule. This data shall reflect Contractor's actual construction plan for the Project, and shall fully comply with all requirements of the Contract Documents.

3.10.1.6 [*Add:*] Lead Contractor shall provide, at no cost to Contractor, the drafting and other preparation of Contractor's data for Contractor's initial Construction Schedule, in accordance with the requirements of the Contract Documents. Contractor shall submit its data in a form or format acceptable to Lead Contractor.

3.10.1.7 [*Add:*] To carry out the intent of this Section 3.10, Contractor agrees that the orientation session, the provision of drafting and computerization services by Lead Contractor, and the reasonable exercise of any rights under this Section 3.10 by Lead Contractor, or Owner shall not be grounds for any claim against Owner, Lead Contractor or any representative of Owner by Contractor or any of its Subcontractors or Sub-Subcontractors, alleging interference, lack of cooperation, delay, disruption, harassment, negligence or hindrance by Owner or Lead Contractor, and Contractor covenants not to sue therefor.

3.10.1.8 [*Add:*] It is understood and agreed that the Construction Schedule is to represent Contractor's best plan and estimate for the Work; however, Contractor acknowledges that the Construction Schedule may have to be revised from time-to-time as the Project proceeds. Contractor further acknowledges and agrees that Owner, Owner's Representative, and Lead Contractor do not guarantee that: (1) Contractor can start work activities on the particular dates set forth in the initial schedule or as same may be updated or revised; (2) Contractor can proceed at all times in the sequence established by the Construction Schedule, or that Contractor can rely upon the utilization of only the resources and manpower Contractor initially plans for the performance of the Work; (3) Contractor's Construction Schedule shall not have to be modified in order to obtain the agreement of any Prime Contractors to the schedule; or (4) Contractor's Construction Schedule shall not have to be modified or changed by direction of Lead Contractor as provided in this Section 3.10. Any changes, modifications or adjustments made by Contractor to the Construction Schedule shall be in full compliance with all requirements of the Contract Documents.

3.10.1.9 [*Add:*] Contractor acknowledges and agrees that the schedule for its construction activities and the Construction Schedule itself must be flexible in order to accommodate and allow for its coordination with the construction activities of the other Prime Contractors.

3.10.1.10 [*Add:*] Review by Owner, Owner's Representative or Lead Contractor of the Construction Schedule or any other schedule or plan of construction of Contractor, does not constitute an agreement by Owner, Owner's Representative or Lead Contractor of any start or finish date in the schedule or specific durations or sequences for work activities of Contractor; further, nothing herein shall be construed as modifying or changing, or excusing the performance of Contractor of required portions of the Work by the Substantial and Final Completion dates as set forth in the Contract Documents.

3.10.1.11 [*Add:*] The dates for Substantial and Final Completion set forth in the Contract Documents represent only the major items of Work and may include interface dates with the construction activities of the other Prime Contractors or others. The dates for Substantial and Final Completion are Contract requirements and are of the essence to the Contract Documents and to the coordination of the Work by Contractor. The dates for Substantial and Final Completion represent the latest allowable completion time for those portions of the Work to which each date relates. The dates for Substantial and Final Completion are not intended to be a complete listing of all Work under the Contract

Documents or of all interfaces with Work activities performed by other Prime Contractors or others. Contractor shall determine the time requirements for all such interfaces and shall be responsible for planning, scheduling and coordinating the Work in order to complete in accordance with those requirements.

3.10.1.12 [*Add:*] Review by Lead Contractor and Owner's Representative of Contractor's Construction Schedule, or any revisions or updates thereto, are advisory only and shall not relieve Contractor of the responsibility for accomplishing each portion of the Work within each and every applicable Completion Date. Omissions and errors in the accepted Construction Schedule, or any revisions or updates shall not excuse performance which is not in compliance with the Contract Documents. Review by Lead Contractor does not make Owner, Lead Contractor, Owner's Representative or Architect liable to Contractor for time or cost overruns flowing from such omissions or errors.

3.10.1.13 [*Add:*] Should Contractor intend or plan to complete the Work, or any portion thereof, earlier than any applicable Completion Date or the Contract Time, Contractor shall give timely and reasonable written notice of this fact to Lead Contractor and Owner's Representative. Lead Contractor shall have the discretion to agree to or reject such early completion plan by Contractor, subject to the rights of Contractor to arbitration. Lead Contractor shall have no duty or obligation to agree to, or to cooperate with Contractor regarding any early completion plan or proposal by Contractor and shall not be liable for any damages of Coutractor because of the rejection by Lead Contractor of said plan.

3.10.1.14 [*Add:*] Unless otherwise specifically provided in the Contract Documents, and in particular the General Requirements, Contractor acknowledges that Owner, Owner's Representative and Architect have contemplated in their planning and in any preliminary schedule that may have been prepared and made available to the Bidders, and in their budgeting for professional services, that the Work shall be performed on a 5-day work week basis, utilizing a single 8-hour shift per day. Owner and Lead Contractor shall have the sole discretion of approving or rejecting a variance in the work week, number of shifts, or shift length. Unless otherwise agreed by Owner or Owner's Representative, Contractor shall bear the cost of, and pay Owner, for additional staff and supervisory personnel and inspectors of any public authority having jurisdiction of the Work, necessary to support any variance in the contemplated work week, number of shifts or shift length.

3.10.1.15 [*Add:*] In all respects, Lead Contractor shall cooperate with Owner's Representative in the performance of all duties described in the Contract Documents and in particular in the exercise of Owner's Representative's assumption of any duties under Section 3.10.

3.10.1.16 [*Add:*] Any scheduling services of Owner's Representative actually provided in the event of a written assumption of some or all of the duties of Lead Contractor are part of its contract with Owner, but nothing herein relieves the obligations of Lead Contractor and other Prime Contractors to schedule and coordinate their own construction activities.

3.10.1.17 [*Add:*] If Lead Contractor or other Prime Contractors do not comply with all the above requirements and time lines, Owner reserves the right to deduct $500.00 from the Contract amount for each day that Contractor does not comply. Owner may also proceed with enforcing other requirements of the Contract Documents.

3.10.2 [*Add:*] Post Award Activities.

3.10.2.1 [*Add:*] Upon receipt by Contractor of the Notice to Proceed, and until the Construction Schedule is completed by Lead Contractor, Contractor and other Prime Contractors and completely and finally reviewed by Lead Contractor, Contractor shall do the following.

3.10.2.1.1 [*Add:*] [Not used in these Supplementary Conditions]

3.10.2.1.2 [*Add:*] Contractor shall meet with Lead Contractor and Owner's Representative and complete a Final Construction Schedule governing the Work within ten (10) days of the issuance of the Notice to Proceed.

3.10.2.2 [*Add:*] Orientation Session: Contractor shall, upon the issuance of the Notice to Proceed by Owner, attend an orientation session relating to the requirements pertaining to schedules and reports for the Project. This orientation meeting is designed to assist Contractor in planning its Work and in developing its Construction Schedule. This session shall be held within ten (10) days after the issuance of the Notice to Proceed and shall be conducted by Lead Contractor. Contractor shall arrange for its Superintendent(s), major Subcontractors, and any scheduling consultants that Contractor may employ, to attend the orientation session.

3.10.2.2.1 [*Add:*] It is understood and agreed that Lead Contractor has no authority to waive any requirements of the Contract Documents at this orientation session, and all requirements of the Contract Documents remain applicable to Contractor's Work whether or not discussed at this session.

3.10.2.2.2 [*Add:*] Should Contractor or its principal Subcontractors fail or refuse to attend this orientation session, Owner shall have the right to immediately terminate the Agreement with Contractor for default and without liability or penalty to Owner.

3.10.3 [*Add:*] Final Construction Schedule.

3.10.3.1 [*Add:*] Within ten (10) days following completion of the issuance of the Notice to Proceed, Contractor, in consultation with Lead Contractor, shall complete its Final Construction Schedule.

3.10.3.2 [*Add:*] Lead Contractor shall provide Contractor with a draft of work activities and a listing of all activities included in the Final Construction Schedule. Any revisions, additions and/or deletions to these documents that are reasonably desired by Contractor shall be brought to the attention of Lead Contractor within two (2) days following receipt by Contractor of such draft. Lead Contractor shall, if consistent with the requirements of the Contract Documents, incorporate Contractor's proposed revisions and shall thereafter deliver the completed Construction Schedule and other reports to Contractor and the other Prime Contractors.

3.10.3.3 [*Add:*] Lead Contractor shall have the right to require Contractor to modify any Contractor data or any portion of Contractor's Final Construction Schedule, or other schedules provided by Contractor in compliance of the Contract Documents, with Contractor bearing the expense thereof, and which Lead Contractor reasonably determines to be: (1) impracticable; (2) based upon erroneous calculations or estimates; (3) unreasonable; (4) required in order to ensure proper coordination by Contractor of the Work of others and with the Work or services being provided by others; (5) necessary to avoid undue interference with the construction activities of other Prime Contractors or those of any utility owners or adjoining property owners; (6) necessary to ensure

completion of the Work by the dates for Substantial and Final Completion set forth in the Contract Documents; (7) required in order for Contractor to comply with the requirements of the Contract Documents; or (8) not in accordance with Contractor's actual operations. The right of Lead Contractor to establish the final Construction Schedule and to render final construction decisions on the content of the Construction Schedule is subject to the right of Contractor to arbitration. The schedule of Contractor's construction activities and the completion of the Final Construction Schedule by Lead Contractor is not subject to any requirement of approval by Contractor.

3.10.4 [*Add:*] Construction Schedule Content.

3.10.4.1 [*Add:*] The Final Construction Schedule shall consist of a graphic representation of all Work activities which are part of Contractor's construction plan. The graphic representation shall include, but not be limited to, the information required by Section 01311 "Schedules & Reports" set forth in General Requirements Division 1 and the following additional information to the extent not inconsistent therewith: (1) Project name; (2) completed Work ready for use by next Contractor, Owner, etc.; (3) activities relating to different areas of responsibility, such as subcontracted Work which is distinctly separate from that being done by Contractor directly; (4) different categories of Work as distinguished by craft or crew requirements; (5) different categories of Work as distinguished by equipment requirements; (6) different categories of Work as distinguished by materials; (7) distinct and identifiable subdivisions of Work such as structural slabs, beams, columns; (8) location of Work within the Project that necessitates different times or crews to perform; (9) outage schedules for existing utility services that shall be interrupted during the performance of the Work; (10) acquisition and installation of equipment and materials supplied and/or installed by Owner or Prime Contractors; (11) material to be stored on Site; and (12) dates for completion of Work.

3.10.4.2 [*Add:*] For all major equipment and materials to be fabricated or supplied for the Project, the Construction Schedule shall reflect the requirements of Section 01311 of General Requirements Division 1 and to the extent not inconsistent, the following additional activities: (1) preparation of Shop Drawings, Sample and all required submissions; (2) a reasonable time for review of Shop Drawings, Samples, and submissions or such time as specified in the Contract Documents; (3) shop fabrication, delivery, and storage; (4) erection or installation; and (5) testing of equipment and materials.

3.10.4.3 [*Add:*] The Construction Schedule shall include dates for the completion of Work that are no later than the required dates for Substantial and Final Completion.

3.10.4.4 [*Add:*] All activity durations shall be given in calendar or work days, as determined by Lead Contractor.

3.10.4.5 [*Add:*] Lead Contractor shall provide an identical and exact copy of the Interim and Final Construction Schedules, both in electronic and hardcopy form as Owner's Representative may direct.

3.10.5 [*Add:*] Schedule Adoption.

3.10.5 [*Add:*] Contractor Use of Schedule as Adopted. Promulgation by Lead Contractor and its use by Contractor of the Final Construction Schedules, and of schedule revisions, shall be evidence of Contractor's agreement that the proposed schedule or schedule revision to the Construction Schedule is a true and accurate representation of its plan to complete the

Work, including all Change Orders that are in Contractor's possession as of the foregoing date, that the schedule or schedule revision fully complies with the requirements of the Contract Documents, that Contractor shall prosecute the Work in accordance with this schedule revision, subject to any change therein which is implemented in accordance with the Contract Documents and that Contractor has met and coordinated with and obtained the acceptance or approval of said schedule revision by all other parties that are affected thereby, subject only to the right of Contractor to arbitration. Nothing herein shall be construed as requiring approval by Contractor of the Final Construction Schedules, or of schedule revisions.

3.10.6 [*Add:*] Updating of Construction Schedule/Progress Reports.

3.10.6.1 [*Add:*] On or about the dates specified in the Contract Documents or established by Lead Contractor, Contractor shall arrange for its Superintendent to meet at the Site with Lead Contractor to review Contractor's report of actual progress. Said report shall set forth up-to-date and accurate progress data, shall be based upon Contractor's best judgment and shall be prepared by Contractor in consultation with all Subcontractors.

3.10.6.2 [*Add:*] The progress report of Contractor shall show the work activities, or portions of activities, completed during the reporting period, the actual start and finish dates for these activities, remaining durations and/or estimated dates for completion of Work for activities currently in progress.

3.10.6.3 [*Add:*] Lead Contractor shall produce an update work sheet for Contractor to complete as a part of this process.

3.10.6.4 [*Add:*] Contractor shall submit a written report with the updated progress analysis which shall include, but not be limited to, a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, any newly planned activities or changes in sequence, and proposed logic for a recovery schedule, if required, as further described herein. The report shall also include: (1) a narrative describing actual Work accomplished during the reporting period; (2) a list of major construction equipment used on the Project during the reporting period and any construction equipment idle during the reporting period; (3) the total number of personnel by craft actually engaged in the Work during the reporting period, with such total stated separately as to office, supervisory, and field personnel; (4) a manpower and equipment forecast for the succeeding thirty (30) days, stating such total as to office, supervisory and field personnel; (5) a list of Contractor-supplied materials and equipment, indicating current availability and anticipated job Site delivery dates; and (6) changes or additions to Contractor's supervisory personnel, if any, since the preceding progress report.

3.10.6.5 [*Add:*] Application for Payment: Except as provided in Section 3.10.7, Contractor understands and agrees that the submission and acceptance of progress updates and the receipt of progress reports are an integral part and basic element of the Applications for Payment; and that Contractor shall not be entitled to any progress payment under the Contract Documents until Contractor has fully complied with the requirements of this Section 3.10.

3.10.6.6 [*Add:*] Contractor shall be solely responsible for expediting the delivery of all materials and equipment to be furnished by or to him so that the progress of construction shall be maintained according to the currently accepted Construction Schedule for the Work. Contractor shall notify Lead Contractor in writing, and in a timely and reasonable

manner, whenever Contractor determines or anticipates that the delivery date of any material or equipment to be furnished by Contractor shall be later than the delivery date indicated by the Construction Schedule, or required consistent with the completion requirements of the Contract Documents, subject to schedule updates as herein provided.

3.10.6.7 [*Add:*] Contractor shall ensure that off the Site work activities do not adversely affect progress in accordance with the Construction Schedule.

3.10.6.8 [*Add:*] Lead Contractor shall provide an identical and exact copy of all updates to the Construction Schedules, both in electronic and hardcopy form as Owner's Representative may direct.

3.10.7 [*Add:*] Initial Progress Payment. The completed Construction Schedule, including the schedule of values, shall be required for each Application for Payment. However, one initial provisional progress payment may be payable in the sole discretion of Owner's Representative if he determines Contractor is complying with this Section 3.10 during the development of the Construction Schedule and schedule of values as required herein. However, no more than one Application for Payment shall be approved until all of the requirements of this Section 3.10 have been met.

3.10.8 [*Add:*] Recovery Schedule.

3.10.8.1 [*Add:*] Should the updated Construction Schedule, at any time during Contractor's performance, show, in the sole opinion of Lead Contractor that Contractor is fourteen (14) or more days behind schedule for any Completion Date, Contractor shall prepare a recovery schedule at no cost to Owner (unless Owner is solely responsible for the event or occurrence which has caused the schedule slippage) explaining and displaying how Contractor intends to reschedule its Work in order to regain compliance with the Construction Schedule during the immediate subsequent pay period.

3.10.8.2 [*Add:*] If Contractor believes that all of the time can be recovered during the subsequent pay period, Contractor shall be permitted to prepare a recovery schedule as set forth below. However, if Contractor believes it shall take more than thirty (30) days to recover all of the lost time, Contractor shall prepare and submit a request for revision to the Construction Schedule and comply with all of the requirements of a schedule revision.

3.10.8.2.1 [*Add:*] Contractor shall prepare and submit to Lead Contractor a limited duration recovery schedule, incorporating best available information from Subcontractors and others which shall permit return to Construction Schedule at the earliest possible time. Contractor shall prepare a recovery schedule to the same level of detail as the Construction Schedule for a maximum duration of one month. The recovery schedule shall be prepared in coordination with other Prime Contractors.

3.10.8.2.2 [*Add:*] Within two (2) days after submission by Contractor or by any Prime Contractor of a recovery schedule to Lead Contractor, Contractor shall participate in a conference with Lead Contractor to review and evaluate the recovery schedule. Within two (2) days of the conference, Contractor shall submit the revisions necessitated by the review for Lead Contractor's review and acceptance. Contractor shall use the accepted recovery schedule as its plan for returning to the Construction Schedule.

3.10.8.2.3 [*Add:*] Contractor shall confer continuously with Lead Contractor to assess the effectiveness of the recovery schedule. As a result of this conference:

3.10.8.2.3.1 [*Add:*] If Lead Contractor determines Contractor is still behind schedule, Lead Contractor shall direct Contractor to prepare a schedule revision with the assistance of Lead Contractor and comply with all of the requirements of a schedule revision as stated herein and the other requirements of the Contract Documents; provided, however, that nothing herein shall limit in any way the rights and remedies of Owner and Lead Contractor as provided elsewhere in the Contract Documents; or

3.10.8.2.3.2 [*Add:*] If Lead Contractor determines Contractor has successfully complied with provisions of the recovery schedule, Lead Contractor shall direct Contractor to return to the use of the accepted Construction Schedule.

3.10.8.2.3.3 [*Add:*] Nothing herein alters the obligation of Lead Contractor to resolve coordination and scheduling issues in dispute between and among Contractor and other Prime Contractors.

3.10.8.3 [*Add:*] Lead Contractor shall provide an identical and exact copy of each Recovery Schedule, both in electronic and hardcopy form as Owner's Representative may direct.

3.10.9 *Add:*] Schedule Revisions.

3.10.9.1 [*Add:*] Should Contractor desire to or be otherwise required under the Contract Documents to make modifications or changes in its method of operation, its sequence of Work or the durations of the work activities in its Construction Schedule, Contractor shall do so in accordance with the requirements of this Section, Section 01320 of General Requirements Division 1, and the Contract Documents. Revisions to the accepted Construction Schedule must be presented to and reviewed by Lead Contractor.

3.10.9.2 [*Add:*] Contractor shall submit requests for revisions to the Construction Schedule to Lead Contractor, together with written rationale for revisions and description of logic for rescheduling Work and maintaining the dates for Substantial and Final Completion listed in the Contract Documents. Proposed revisions acceptable shall be incorporated into next update of the Construction Schedule. Contractor shall pay Owner for costs incurred by Lead Contractor for the revisions.

3.10.9.3 [*Add:*] In all instances where a revision to the Construction Schedule will affect the construction activities of other Prime Contractors, prior to the submission by Contractor of its proposed schedule revisions, Contractor shall meet with and gain written acceptance of the Prime Contractors to make the revisions which shall be evidenced by the signatures of said Prime Contractors on the proposed schedule revisions. If accepted, the revisions, shall be binding upon Contractor and all Prime Contractors on the Project.

3.10.9.4 [*Add:*] Lead Contractor shall provide an identical and exact copy of each Schedule Revision, both in electronic and hardcopy form as Owner's Representative may direct.

3.10.11 [*Add:*] Float Time. Float or slack time associated with one chain of activities is defined as the amount of time between earliest start date and latest start date or between earliest finish date and latest finish date for such activities, as calculated as part of the Construction Schedule. Float or slack time shown on the Construction Schedule is reserved for the exclusive use and benefit of Owner.

Section 3.11 DOCUMENTS AND SAMPLES AT THE SITE

Delete Section 3.11.1 in its entirety and, in lieu thereof, substitute the following:

3.11.1 [*Substitute:*] Contractor shall maintain in a safe place at the site one record copy of all Drawings, Project Manual, Addenda, Written Modifications, Change Orders, Construction Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show all changes made during construction. Annotations on the Drawings shall show changes in the Work occasioned by field conditions or Owner/Architect authorized changes to the Work. All notations shall be dimensioned where the location of the changed item is different than that originally shown and shall show all underground utilities, sewer lines and the like which have been installed by Contractor, giving accurate dimensions from column centers and/or exterior building walls. These shall be available to Architect and shall be delivered to Architect for submittal to Owner , in good condition, upon completion of the Work and before final payment is made.

Section 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Add new Subsection 3.12.5.1 as follows:

3.12.5.1 [*Add:*] Contractor shall provide Owner's Representative with a copy of the transmittal to Architect for each Shop Drawing, Product Data, Samples and other submittals, contemporaneously.

Add new Subsection 3.12.6.1 as follows:

3.12.6.1 [*Add:*] Work executed without the required submittals that fails to conform to the Contract Documents shall be corrected by Contractor as directed by Architect, at no additional cost to Owner.

Add new Subsection 3.12.10.1 as follows:

3.12.10.1 [*Add:*] Where applicable law and a provision of the Contract Documents require that Contractor engage a licensed design professional to provide a service, Contractor shall only employ a professional possessing the required Pennsylvania license.

Add new Section 3.12.11 as follows:

3.12.11 [*Add:*] Refer to Division 1 for further requirements regarding shop drawings, product data and samples.

Section 3.14 CUTTING AND PATCHING

Add the following new Sections 3.14.3 through 3.14.8 as follows:

3.14.3 [*Add:*] The General Contractor shall build sleeves and anchors into their Work for the proper engagement of the Work of other Prime Contractors provided the sleeves and anchors, along with installation instructions, are furnished at the proper time. Those who fail to comply with this provision shall do all necessary cutting and patching at their own expense.

3.14.4 [*Add:*] The General Contractor shall provide chases, openings and recesses in the new Work, as required, provided that the other Prime Contractors furnish the necessary information at the proper time. Those who fail to comply with this provision shall do all necessary cutting and patching at their own expense.

3.14.5 [*Add:*] Each Prime Contractor shall do all cutting of existing construction necessary to install their Work. Cutting of structural members shall not be permitted except by written permission of Architect.

3.14.6 [*Add:*] Each Prime Contractor shall repair, at their own expense, all existing surfaces cut into or damaged as a result of their Work, where such cutting or damage is beyond the rooms or spaces being altered under the General Construction Contract.

3.14.7 [*Add:*] Cutting by other Prime Contractors within the rooms or spaces being altered by the General Contractor shall be repaired by the General Contractors at their own expense except as specified below.

3.14.8 [*Add:*] All cutting and patching in finished areas shall be done by the General Contractor. All cutting of existing construction that is unnecessary, excessive or carelessly done and cutting of new construction made necessary by ill-timed construction activities shall be repaired by the responsible Prime Contractor at their own expense. All such repairing shall be accomplished by skilled mechanics of the proper trade and to the satisfaction of the Professional.

Section 3.15 CLEANING UP

Add new Section 3.15.3 as follows:

3.15.3 [*Add:*] Refer to Division 1, Section "Contract Closeout", for further requirements regarding cleaning up.

Section 3.16 CLEANING UP

Add after the word "Owner" in Section 3.16.1, a comma for punctuation and the word "Owner's Representative".

Delete Section 3.18.1 in its entirety and, in lieu thereof, substitute the following:

3.18.1 [*Substitute:*] To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by Contractor or Owner in accordance with Section 11.3, Contractor shall indemnify and hold harmless Owner, Owner's Representative, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or

reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

Section 4.1 GENERAL

Add new Subsection 4.1.1.1 as follows:

4.1.1.1 [*Add:*] Wherever the terms "Architect" or "Engineer" appear in the Contract Documents, these terms shall be construed to mean the design professional, Highland Associates, Ltd. Architecture Engineering Interior Design.

Delete Section 4.1.2 in its entirety.

Delete the following language from Section 4.1.3:

4.1.3 [*Delete:*] "as to whom Contractor makes no reasonable objection and"

Section 4.2 ADMINISTRATION OF THE CONTRACT

Delete Section 4.2.1 in its entirety and substitute the following:

4.2.1 [*Substitute:*] Architect will provide administration of the Contract as described in the Contract Documents and in connection with the compliance of Contractor's Work with the Drawings and Specifications. Architect has the authority to act on behalf of Owner as Owner may direct.

Add the following sentence to the end of Section 4.2.2:

4.2.2 [Add:] Contractor shall reimburse Owner for compensation paid to Architect for additional site visits made necessary by the fault, neglect or unnecessary request of Contractor.

Delete the first sentence of Section 4.2.3.

Add the following words to the end of the first sentence of Section 4.2.4:

4.2.4 [*Add:*] Documents and in particular Contractor's compliance with the Drawings and Specifications.

Add the following words after the first sentence of Section 4.2.4:

4.2.4 [*Add:*] Direct communications with Owner's Representative may be specially authorized by Owner in writing, or through the adoption of a table or matrix of responsibilities for the Project, listing communications that may occur through Owner's Representative.

Add the following to the end of the last sentence of Section 4.2.7:

4.2.7 [*Add:*] A claim for delay shall not be recognized or permitted on account of the failure by Architect to furnish approval or rejection of a submittal until seven (7) days after a specific, additional written request for action on the submittal is made.

Delete the second sentence of Section 4.2.8 in its entirety.

Delete Section 4.2.10 in its entirety and, in lieu thereof, substitute the following:

4.2.10 [*Substitute:*] Architect will have one or more project representatives present at various times at the Project sites. Contractor shall cooperate with Architect's representatives in the performance of their duties.

Delete the first sentence of Section 4.2.11 and, in lieu thereof, substitute the following:

4.2.11 [*Substitute:*] Architect will initially interpret and initially decide matters concerning performance under and requirements of the Contract Documents and compliance with the Drawings and Specifications on request of Owner. A claim for delay shall not be recognized or permitted on account of the failure by Architect to provide an interpretation until seven (7) days after a specific, additional written request for action on the request is made.

Delete the words "15 days" from Section 4.2.11 and substitute the following:

Delete Section 4.2.12 in its entirety.

Delete Section 4.2.13 in its entirety.

Add to the end of Section 4.2.14 the following:

4.2.14 [*Add:*] A claim for delay shall not be recognized or permitted on account of the failure by Architect to act upon a request for information (RFI) until seven (7) days after a specific, additional written request for action on the RFI is made.

ARTICLE 5 - SUBCONTRACTORS

Section 5.1 DEFINITIONS

Add the following language at the end of the first sentence of Section 5.1.1:

5.1.1 [*Add:*] or to provide materials or equipment.

Delete the first sentence of Section 5.1.2 and, in lieu thereof, substitute the following:

5.1.2 [*Substitute:*] A Sub-subcontractor is a person or entity of whatever tier, who have a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Project sites or to provide materials or equipment.

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

Delete the first sentence of Section 5.2.1 and, in lieu thereof, substitute the following:

5.2.1 [*Substitute:*] Within fifteen (15) days after the award of the Contract, Contractor shall furnish to Owner and Architect in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work.

Delete Section 5.2.3 in its entirety and, in lieu thereof, substitute the following:

5.2.3 [*Substitute:*] If Owner or Architect has reasonable objection to a person or entity proposed by Contractor, Contractor shall propose another to whom Owner or Architect has no reasonable objection. There shall be no adjustment in the Contract Sum because of such substitution.

Add new Section 5.5 PAYMENT TO SUBCONTRACTORS

Add new Sections 5.5.1 and 5.5.2 as follows:

5.5.1 [*Add:*] Contractor shall pay each Subcontractor, promptly upon receipt of payment from Owner, an amount equal to the percentage of completion allowed to Contractor on account of such Subcontractor's Work, less the percentage retained from payments to Contractor. Contractor shall also require each Subcontractor to make similar payments to Sub-subcontractors. All such payments shall be paid within the time limits required by the Pennsylvania Contractor and Subcontractor Payment Act

5.5.2 [*Add:*] If Owner fails to approve an Application for Payment for a cause which Owner and Architect determine is the fault of Contractor and not the fault of the particular Subcontractor, or it Contractor fails to make payment which is properly due to a particular Subcontractor, Owner may, at its sole election and in its sole discretion, pay such Subcontractor directly, less any amount to be retained. Any amount so paid by Owner shall be offset against future payments to Contractor or otherwise shall be repaid to Owner by Contractor. Owner shall have no obligation to pay or to see to the payment of any monies to any Subcontractor. Nothing contained in Section 5.5 shall be deemed to create any contractual relationship between Owner and any Subcontractor or to create any rights in any Subcontractor against Owner. Contractor shall promptly advise Owner of any claim or demand by a Subcontractor claiming that any amount is due to such Subcontractor or claiming any default by Contractor in any of its obligations to such Subcontractor.

ARTICLE 6 – CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

Section 6.1 OWNERS RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

Delete Section 6.1.3 in its entirety and, in lieu thereof, substitute the following:

6.1.3 [*Substitute:*] It is the sole duty and responsibility of each Prime Contractor, including Lead Contractor, to plan, direct and coordinate his Work as to cause no delay, loss or injury to another Prime Contractor or their Subcontractors. Coordination issues are subject to the issuance of a final construction decision by Lead Contractor. Neither Owner, Architect or Owner's Representative shall be responsible for the coordination of

Contractor's Work. Lead Contractor shall be responsible for the coordination of the Work of Contractors in accordance with the Contract Documents.

Delete Section 6.1.4 in its entirety and, in lieu thereof, substitute the following:

6.1.4 [*Substitute:*] In the event a Prime Contractor causes any delay, loss or injury to another Prime Contractor, there shall be no claim asserted against Owner, Architect or Owner's Representative for money damages based on alleged acts or omissions with respect to coordinating, expediting or directing Work. If any Prime Contractor prosecutes such claim against Owner, Architect or Owner's Representative for money damages, then such Contractor shall indemnify and save harmless Owner, Owner's Representative and Architect against any and all costs, losses or expenses including counsel fees that they incur in responding to any such claim plus 10% interest per annum on all such costs from the date of occurrence of such costs up to the date of payment.

Section 6.2 MUTUAL RESPONSIBILITY

Add the following sentence to the end of Section 6.2.4:

6.2.4 [*Add:*] Contractor agrees to indemnify and hold Owner harmless for any claims or damages brought by a separate contractor arising out of the actions or omissions of Contractor, or its Subcontractors in performing their Work under the Contract Documents.

Delete Section 6.2.5 in its entirety.

ARTICLE 7 - CHANGES IN THE WORK

Section 7.1 GENERAL

Delete Section 7.1.2 in its entirety and, in lieu thereof, substitute the following:

7.1.2 [*Substitute:*] Change Orders shall be based upon agreement between Owner and Contractor. Constructive Change Directives shall be issued by Architect for changes in the Work as set forth in Section 7.4 and does not require the agreement of Contractor.

Add a new Section 7.1.4 as follows:

7.1.4 [*Add:*] Before any Change Order is prepared, Contractor shall submit to Architect an itemized breakdown of the cost of the proposed Change in the Work. The term "cost" shall be interpreted to mean and include the actual cost of the following:

1. Labor, including foremen.
2. Materials at cost plus applicable taxes entering or otherwise incorporated permanently into the Work.
3. Rental cost of construction plant and equipment whether rented from Contractor or others.
4. Power and consumable supplies for the operation of power equipment.
5. Liability insurance and bonds.
6. Social security, old age and unemployment contributions.

Fifteen percent (15%) of the total cost of the above shall be allowed Contractor for overhead, profit, supervision and miscellaneous expenses if they perform the Work with their own forces or to the Subcontractor who performs the Work. In the case where the Work is performed by a Subcontractor, Contractor may add five percent (5%) to the Subcontractor's total amount as Contractor's commission. Where Change Orders include both increase and decrease in the Contract Amount, the above fifteen percent (15%) shall be allowed on the net increase only.

Add a new Section 7.1.5 as follows:

7.1.5 [*Add:*] The amount of Contract Time granted, or the absence of a grant of Contract Time in the applicable Change Order or Construction Change Directive, shall be final. Nothing herein alters the understanding that time is of the essence in the Contract.

Section 7.2 CHANGE ORDERS

Delete Section 7.2.1 in its entirety and, in lieu thereof, substitute the following:

7.2.1 [*Substitute:*] A Change Order is a written instrument prepared by Architect and signed by Owner, Contractor, and Architect. A Change Order is the only method by which the Contract Sum and the Contract Time may be adjusted. A Change Order shall provide for the following: (1) a change in the Work, if any; (2) the amount of the adjustment in the Contract Sum, if any; and (3) the extent of the adjustment in the Contract Time, if any.

Add to the end of Section 7.3.4 the following:

7.3.4 [*Add:*] Quantities are materially changed for the purpose of this Section when the quantities vary by 25% or more.

Delete Subsections 7.3.7.1 through 7.3.7.5 and, in lieu thereof, substitute the following:

7.3.7 [*Substitute:*] "the cost of the Work as defined in Section 7.1.4 of these Supplementary Conditions."

Delete from the first sentence of Section 7.3.9 the word "determination" and substitute the word "recommendation."

Section 7.4 MINOR CHANGES IN THE WORK

Delete Section 7.4 in its entirety.

ARTICLE 8 - TIME

Section 8.1 DEFINITIONS

Add new Subsection 8.1.3.1 as follows:

8.1.3.1 [*Add:*] Owner-Contractor Agreement provides the durations for Substantial and Final Completion of the Work. These durations are also referred to in the Contract Documents as Completion Dates.

Add new Section 8.1.5 as follows:

8.1.5 [*Add:*] The Project Schedule as used in the Contract Documents is the written schedule prepared by Lead Contractor, with information provided by the other Prime Contractors. The Project Schedule shall be periodically revised and updated in accordance with the provisions of Section 3.10 of the General Conditions and other Contract Documents. Contractor acknowledges that Lead Contractor will be making changes in and updating the Construction Schedule pursuant to Section 3.10.

Delete Section 8.3.1 in its entirety and, in lieu thereof, substitute the following:

8.3.1 [*Substitute:*] A claim for extension of time shall constitute a Claim under the Contract Documents, and shall be made in accordance with the requirements applicable to a Claim set forth in these Supplementary Conditions. Notice of the Claim must be provided in accordance with the requirements of Section 15 and no more than twenty one (21) calendar days after the initial occurrence of the event causing delay. A Statement of the Claim for an extension of time must be filed in accordance with the provisions of these Supplementary Conditions. Each day of delay shall be allocated on the basis of available scheduling information to Contractor responsible therefor. The scheduled Completion Dates and Contract Time shall be extended only when the delay is excusable, and then shall be granted to all Contractors.

Delete Section 8.3.3 in its entirety and, in lieu thereof, substitute the following:

8.3.3 [*Substitute:*] Contractor recognizes that delays, acceleration or hindrances to its Work may occur and that the obligation to meet Completion Dates and Contract Times will require changes to and adjustments in the schedule of the Work. Contractor's adherence to the scheduling and coordination requirements of the Contract Documents is required to minimize the potential for losses in these circumstances. The Contract Documents further provide a remedy in the form of arbitration by Contractor against the other Prime Contractor at fault. No Claim or litigation for increased costs, charges, expenses or damages of any kind shall be filed by Contractor against Owner, Architect or Owner's Representative (or against any of their respective employee or agents) for any changes to schedule, delays, acceleration, hindrances, or resequencing of Work due to any cause whatsoever. After giving proper notice, Contractor's sole remedy for delays, acceleration, hindrances or sequencing of Work shall be an extension of the Contract Time obtained by the timely filing of a Claim pursuant to these Supplementary Conditions. Should Contractor file any arbitration claim or litigation for money damages against Owner, Architect or Owner's Representative (including their employees or agents) in violation of this provision, such Contractor shall provide indemnification for any costs incurred in the defense against such claim or litigation, including all fees by attorneys and experts, plus 10% interest per annum on all such costs from the date of occurrence of such costs up to the date of payment.

ARTICLE 9 - PAYMENTS AND COMPLETION

Section 9.2 SCHEDULE OF VALUES

Delete Section 9.2.1 in its entirety and, in lieu thereof, substitute the following:

9.2.1 [*Substitute:*] Contractor shall submit to Architect, before 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 Architect may require. This schedule, unless objected to by Architect or Owner shall be used as a basis for reviewing Contractor's Application for Payment.

Section 9.3 APPLICATIONS FOR PAYMENT

Delete Section 9.3.1 in its entirety and, in lieu thereof, substitute the following Subsections 9.3.1.1 through 9.3.1.4:

9.3.1.1 [*Add:*] At least fifteen (15) days before the date established for each progress payment, Contractor shall submit to Architect an itemized Application for Payment for Work completed in accordance with the Contract Documents. Such application shall be notarized and supported by such data substantiating Contractor's right to payment as Owner or Architect may require, such as copies of requisitions from Subcontractors, and reflecting retainage.

9.3.1.2 [*Add:*] Owner shall retain ten percent (10%) of all amounts due the Contract until the Work is fifty percent (50%) completed. When the Work is fifty percent (50%) completed, one-half of the amount retained by Owner shall be returned to Contractor, provided Contractor provides written consent of surety to such reduction in retainage to Owner along with its Application for Payment, provided Architect approved the application and reduction of retainage, and further provided that Contractor is making satisfactory progress and there is no specific cause for greater withholding.

9.3.1.3 [*Add:*] Owner shall retain five percent (5%) of all amounts due Contractor after the Work is fifty percent (50%) completed. The retained five percent (5%) shall be paid on with the final Payment or as otherwise provided hereafter. In the event a dispute arises between Owner and Contractor, which dispute is based upon increased costs claimed by Contractor occasioned by damages or other actions of another Contractor, additional retainage in the sum of one and one half times the amount of any possible liability may be withheld against the allegedly responsible contractor until the dispute is finally resolved, unless the contractor causing the additional claim furnishes a bond satisfactory to Owner to indemnify Owner against the claim.

9.3.1.4 [*Add:*] The full Contract retainage (10%) may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to Architect or if Surety withholds its consent or for other good and sufficient reasons.

9.3.1.5 [*Add:*] Refer to Division 1 Section "Applications for Payment" for additional requirements regarding applications for payment.

9.3.1.6 [*Add:*] Contractor expressly waives any right to penalties, interest and attorney's fees pursuant to the prompt payment provisions of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. Section 3931 *et seq.*

Delete the first sentence of Section 9.3.2 and, in lieu thereof, substitute the following:

9.3.2 [*Substitute:*] Unless otherwise provided in the Contract Documents, payments shall be made only on account of materials and/or equipment installed into the Work. Only when accepted in advance by Owner, payments may similarly be made for materials or equipment suitably stored at some other locations or on the site when agreed to by Owner in writing and with such reasonable conditions as Owner may require.

Add new Section 9.3.4 as follows:

9.3.4 [*Add:*] Provided Contractor's Application for Payment is received by Architect not later than the last day of the month, Owner shall make payment to Contractor not later than the 30th day of the following month. If an Application for Payment is received by Architect after the application date fixed above, payment shall be made by Owner not later than thirty (30) days after the next payment period.

Section 9.5 DECISIONS TO WITHHOLD CERTIFICATION

Delete the first sentence of Section 9.5.1 and, in lieu thereof, substitute the following:

9.5.1 [*Substitute:*] Architect shall not certify payment and shall withhold a Certificate for Payment in whole or in part to the extent necessary to protect the interests of Owner.

Revise Subsection 9.5.1.7 as follows:

9.5.1.7 [*Revise:*] Delete the punctuation mark at the end and the word "or".

Add new Subsection 9.5.1.8 as follows:

9.5.1.8 [*Add:*] Unsatisfactory prosecution of the Work in accordance with the Contract Documents, and in particular the failure to meet the obligations set forth in Section 3.10 of these Supplementary Conditions; or

Add new Subsection 9.5.1.9 as follows:

9.5.1.9 [*Add:*] Failure to comply with government statutes, regulations and laws.

Section 9.6 PROGRESS PAYMENTS

Delete Section 9.6.5 in its entirety.

Delete Section 9.6.7 in its entirety.

Section 9.7 FAILURE OF PAYMENT

Delete Section 9.7.1 in its entirety and, in lieu thereof, substitute the following:

9.7.1 [*Substitute:*] Owner may retain additional retainage in the sum of one and a half (1.5) times the amount of any possible cost to correct Work that is not in accordance with the Contract Documents. In addition, in the event a dispute arises between Owner and a other Prime Contractor, which dispute is based upon increased costs claimed by the other Prime Contractor occasioned by delays or other actions of Contractor, additional retainage in the sum of one and a half (1.5) times the amount of any possible liability may be withheld until such time as a final resolution is agreed to by all parties directly or indirectly involved unless Contractor furnishes a bond satisfactory to Owner to indemnify Owner against the claim. All money retained by Owner shall be withheld from Contractor until completion of the Project, the correction of the Work, or the completion of any arbitration that may be conducted to resolve the dispute between Contractor and the other Prime Contractor.

Section 9.10 FINAL COMPLETION AND FINAL PAYMENT

Add to Section 9.10.2 the new Subsections 6 and 7 to the end of the first sentence:

9.10.2 [*Add:*] (6) Final "as built" prints of record drawings marked by Contractor with record information as set forth in the Contract Documents; and (7) a final sworn statement from Contractor, duly executed and acknowledged, showing all Subcontractors to have been fully paid and similar final sworn statements from Subcontractors and, where appropriate, from Sub-subcontractors.

In Section 9.10.4, delete the punctuation mark at the end add of Subsection 9.10.4.3 and add a semi-colon.

Add the following new Subsections 9.10.4.4 and 9.10.4.5:

9.10.4.4 [*Add:*] latent failures of Contractor to comply with the requirements of the Contract Documents; or

9.10.4.5 [*Add:*] Architect's fees resulting from re-inspections due to Contractor's failure to satisfactorily, fully and finally complete the Work or legal and accounts costs and expenses arising therefrom.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

Section 10.2 SAFETY OF PERSONS AND PROPERTY

Add new Section 10.2.8 as follows:

10.2.8 [*Add:*] Contractor shall promptly report in writing to Owner and Architect all accidents, other than minor accidents for which no medical treatment was or will be required, arising out of or in connection with the Work which cause death, personal injury or property damage, giving full details and statements of any witnesses whether or not Owner has actual knowledge of the accident. In addition, if death or serious personal injuries or serious damage are caused, the accident shall be reported immediately by telephone, internet e-mail, or messenger to Owner's Representative and Architect.

ARTICLE 11 - INSURANCE AND BONDS

Section 11.1 CONTRACTOR'S LIABILITY INSURANCE

Delete Section 11.1.1 in its entirety and substitute the following:

11.1.1 [*Substitute:*] Contractor shall purchase from and maintain in an insurance company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, and maintaining an A.M. Best rating of A- or greater, such insurance as will protect Contractor from claims set forth below which may arise out of or result from Contractor's operations under the Contract and for which Contractor may be legally liable, whether such operations be by Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

11.1.1.1 [*Substitute:*] claims under any applicable workers' compensation law, including but not limited to the Pennsylvania Workman's Compensation Act and the Pennsylvania Occupational Disease Act of 1939, and any disability benefit or similar employee benefit act that is applicable to the Work to be performed;

11.1.1.2 [*Substitute:*] claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

11.1.1.3 [*Substitute:*] claims for damages because of bodily injury, sickness or disease, including death resulting from any of these at any time, of any person other than Contractor's employees;

11.1.1.4 [*Substitute:*] claims for damages because of personal injury other than bodily injury that is sustained by (1) a person as a result of an offense directly or indirectly related to employment of such person by Contractor, or (2) by another person;

11.1.1.5 [*Substitute:*] claims for damages, other than to the Work itself, because of physical injury or destruction of tangible property, including loss of use resulting therefrom and loss of use of tangible property that is not physically injured;

11.1.1.6 [*Substitute:*] claims for damages because of bodily injury, sickness or disease, including death resulting from any of these at any time, or property damage arising out of the ownership, maintenance or use of a motor vehicle, including owned, non-owned, and hired vehicles; and

11.1.1.7 [*Substitute:*] claims arising from Contractor's obligations under paragraph 3.18.

Delete Section 11.1.2 in its entirety and substitute the following:

11.1.2. [*Substitute:*] The insurance required by Section 11.1.1. shall be written for not less than the limits of liability specified in Subsection 11.1.2.1., or as required by law, whichever limit is greater. Coverages shall be maintained without interruption from the date of the commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment.

Add new Subsection 11.1.2.1 as follows:

11.1.2.1 [*Add:*] The insurance required by Section 11.1.1. shall be written for not less than the following limits unless the limit provided herein is less than that required by applicable law, in which case the greater limit shall apply. All limits under the General Liability coverage shall apply on a per project basis:

Workers' Compensation:

(a) State: statutory requirement

(b) Federal: statutory

Comprehensive Contractors' General Liability:

(a) Bodily Injury and Property Damage:

$1,000,000 per occurrence
$2,000,000 aggregate

(b) Products Completed Operations:

$2,000,000 aggregate

(c) Contractually Assumed Liability for Bodily Injury and Property Damage:

$1,000,000 per occurrence
$2,000,000 aggregate

Liability coverage shall be written under an occurrence policy with all limits applying on a project basis.

(d) Personal Injury:

$2,000,000 aggregate

Automobile Liability:

(a) Bodily Injury:

$1,000,000 per person
$1,000,000 per accident

(b) Property Damage:

$1,000,000 per accident

Add new Subsection 11.1.2.2 as follows:

11.1.2.2 [*Add:*] The City of Scranton, Architect, Owner's Representative and their consultants shall be named as additional insureds under the policies of insurance required under Subsections 11.1.1.2, .3, .4, .5, .6, and .7.

Add new Subsection 11.1.2.3 as follows:

11.1.2.3 [*Add:*] Contractor shall purchase and maintain an Excess Liability policy of insurance providing no less than a five million dollar ($5,000,000) limit of liability.

Delete Section 11.1.3 in its entirety and, in lieu thereof, substitute the following:

11.1.3 [*Substitute:*] Certificates of insurance acceptable to Owner shall be submitted to Owner's Representative for transmittal to Owner with a copy to Architect prior to the commencement of the Work. These certificates and the insurance policies required by Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled, allowed to expire, reduced, or altered until at least 30 days prior written notice has been given to Owner by the insurer. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate

evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Article 9 of the General Conditions.

Section 11.2 OWNER'S LIABILITY INSURANCE

Delete Section 11.2 in its entirety and, in lieu thereof, substitute the following:

11.2 [*Substitute:*] Owner shall be responsible for purchasing and maintaining Owner's usual liability insurance. Optionally, Owner may require Coutractor to purchase and maintain Owner's and Contractor's Protective Liability Insurance for protection against claims that may arise from operations under the Contract. Any such requirement shall be set forth in the Contract Documents, or shall be paid for by Change Order.

Section 11.3 PROPERTY INSURANCE

Delete Section 11.3.1 in its entirety and, in lieu thereof, substitute the following:

11.3.1 [*Substitute:*] The property insurance required by this Section 11.3 shall cover portions of the Work stored off the site after written approval of Owner at the value established in the approval, and also portions of the Work in transit.

Delete Section 11.3.1.1 in its entirety and, in lieu thereof, substitute the following:

11.3.1.1 [*Substitute:*] The insurance required by this Section 11.3 is not intended to cover machinery, tools or equipment owned or rented by Contractor which are utilized in the performance of the Work but not incorporated into the permanent improvements. Contractor shall, at Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment which shall be subject to the provisions of Section 11.3.6.

Delete Subsection 11.3.1.2 in its entirety.

Delete Subsection 11.3.1.3 in its entirety.

Delete Subsection 11.3.1.4 in its entirety.

Delete Subsection 11.3.1.5 in its entirety.

Delete Section 11.3.2 in its entirety and, in lieu thereof, substitute the following:

11.3.2 [*Substitute:*] Boiler and Machinery Insurance. 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 Owner; this insurance shall include interests of Owner, Owner's Representative, Contractor, Subcontractors and Sub-subcontractors in the Work, and Owner and Contractor shall be named insureds.

Delete Section 11.3.3 in its entirety and, in lieu thereof, substitute the following:

11.3.3 [*Substitute:*] Loss of Use Insurance. Owner, at Owner's option, may purchase and maintain such insurance as will insure Owner against loss of use of Owner's property due to fire or other hazards, however caused. Owner waives all rights of action against

Contractor for loss of use of Owner's property, including consequential losses due to fire or other hazards however caused.

Delete Section 11.3.4 in its entirety and, in lieu thereof, substitute the following:

11.3.4 [*Substitute:*] If Contractor requests in writing that insurance for risks other than those described herein or for other special hazards by included in the property insurance policy, Owner shall, if possible, include such insurance, and the cost thereof shall by charged to Contractor by appropriate Change Order.

Delete Section 11.3.5 in its entirety and, in lieu thereof, substitute the following:

11.3.5 [*Substitute:*] Before an exposure to loss may occur, Owner shall file with 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 until at least thirty (30) days' prior written notice has been given to Contractor.

Delete Section 11.3.6 in its entirety and, in lieu thereof, substitute the following:

11.3.6 [*Substitute:*] Waivers of Subrogation. Owner and Contractor waive all rights against each other and against Owner's Representative, Architect, Owner's other Contractors and Owner's own forces, if any, and the Subcontractors, Sub-subcontractors, consultants, agents and employees of any of them, for damages caused by fire or other perils 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 Owner and Contractor may have to the proceeds of such insurance held by Owner. Owner or Contractor, as appropriate, shall require of Owner's Representative, Owner's Representative's consultants, Architect, Architect's consultants, Owner's separate contractors, 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 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.

Delete Section 11.3.7 in its entirety and, in lieu thereof, substitute the following:

11.3.7 [*Substitute:*] A loss insured under Owner's property insurance shall be made payable to Owner, who shall be required to pay Contractor the portion of such proceeds that represent the just shares of Contractor and Subcontractors for actual losses sustained and indemnified by the insurance required under Section 11.3, subject to requirements of any applicable mortgagee clause and of Section 11.3.8. Contractor shall pay Subcontractors their just shares of insurance proceeds received by Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

Delete Section 11.3.8 in its entirety and, in lieu thereof, substitute the following:

11.3.8 [*Substitute:*] Owner shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five (5) days after occurrence of loss to Owner's exercise of this power. Any such objection is subject to the disputes clauses of these Changes to the General Conditions and other Contract Documents.

Delete Section 11.3.9 in its entirety and, in lieu thereof, substitute the following:

11.3.9 [*Substitute:*] Partial occupancy or use in accordance shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. Owner and Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

Delete Section 11.3.10 in its entirety.

Section 11.4 PERFORMANCE BOND AND PAYMENT BOND

Delete Section 11.4.1 in its entirety and, in lieu thereof, substitute the following:

11.4.1 [*Substitute:*] Contractor shall provide bonds in accordance with the provisions of the Public Works Contracts' Bond Law of 1967, 8 P.S. § 191, *et seq.*, and in so doing shall provide:

(a) A performance bond at one hundred percent (100%) of the contract amount, conditioned upon the faithful performance of the contractor in accordance with the plans, specifications and conditions of the contract. Such bond shall be solely for the protection of Owner or assignee. The surety's liability under the bond shall be the same as the contractor's liability under the conditions of the contract.

(b) A payment bond at one hundred percent (100%) of the contract amonnt. Such bond shall be solely for the protection of claimants supplying labor or materials to Contractor or to any of their Subcontractors in the prosecution of the Work provided for in the Contract Documents and shall be conditioned for the prompt payment of all such material furnished or labor supplied or performed in the prosecution of the Work. "Labor or Materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

(c) Both bonds shall be submitted using the Form appearing in the Bidding Documents. Each of such bonds shall be executed by one or more surety companies legally authorized to do business in the Commonwealth of Pennsylvania and acceptable to Owner. The bond shall be payable to Owner or assignee.

Delete Section 11.4.2 in its entirety and, in lieu thereof, substitute the following:

11.4.2 [*Substitute:*] Upon request of any person or entity, and the payment of a reasonable cost for copying, Owner shall provide a copy of the Payment Bond of Contractor.

Add new Section 11.6 as follows:

Section 11.5 INSURANCE AND BOND CARRIERS

Add new Section 11.5.1 as follows:

11.5.1 [*Add:*] All insurance and bonds required pursuant to Article 11 and the Contract Documents must be issued by insurance providers that are licensed and authorized to conduct business in the Commonwealth of Pennsylvania. The insurance carriers of whom Contractor has purchased insurance coverage are to have an "A-" or better rating plus a financial rating of VI or better with the A.M. Best's Company (Key Rating Guide - Latest Edition).

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

Section 12.2 CORRECTION OF WORK

Delete from the first sentence of Subsection 12.2.2.1 the words "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" and substitute the following:

12.2.2.1 [*Substitute:*] if, within one (1) year after the date of Final Completion of the Work or within one (1) year from date of Partial Occupancy or Use of designated portions thereof (whichever shall first occur) or after the date for commencement of warranties . . .".

Delete the last two sentences of Subsection 12.2.2.1 and, in lieu thereof, substitute the following:

12.2.2.1 [*Substitute:*] Nothing contained in this Section shall diminish the liability of Contractor and/or Surety as set forth in the Performance Bond, which apply to Contractor's warranty obligations and all other obligations under the Contract Documents.

Delete Subsection 12.2.2.3 in its entirety, and in lieu thereof, substitute the following:

12.2.2.3 [*Substitute:*] In the event any Work, material or equipment is replaced or repaired as a consequence of latent defects or failure to meet the terms of the Contract Documents, all warranties with respect to such Work, material or equipment replaced or repaired shall continue following repair or replacement of such Work, material or equipment for an additional period equivalent to the original period of warranty for such Work, material or equipment.

Add a new Section 12.2.2.4 as follows:

12.2.2.4 [*Add:*] Upon request by Owner and prior to the expiration of one (1) year from the date of Substantial Completion, Architect will conduct and Contractor shall attend a meeting with Owner to review the facility operations and performance.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

Delete Section 13.1 in its entirety and, in lieu thereof, substitute the following:

13.1 [*Substitute:*] The Contract shall be governed by the law of the Commonwealth of Pennsylvania

Section 13.2 SUCCESSORS AND ASSIGNS

Delete Section 13.2.2 in its entirety.

Section 13.3 WRITTEN NOTICE

Delete Section 13.3 in its entirety and, in lieu thereof, substitute the following:

13.3 [*Substitute:*] Written notice is effective if hand-delivered, or if sent by facsimile, courier, or regular U.S. mail. Written notice is also effective if sent by internet e-mail to the correct e-mail address and hard-copy is thereafter faxed, delivered or mailed.

Section 13.4 RIGHTS AND REMEDIES

Delete the words, "agreed in writing," from Section 13.4.2 and substitute the following:

13.4.2 [*Substitute:*] provided in the Contract Documents.

Section 13.5 TESTS AND INSPECTIONS

Delete Section 13.5.1 in its entirety and, in lieu thereof, substitute the following:

13.5.1 [*Substitute:*] If the Contract Documents or any laws, statutes, ordinances, building codes, rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction over the Work or the Project sites may require any portion of the Work to be inspected, tested or approved, Contractor shall give Architect and Owner timely notice thereof so Architect and Owner may observe such inspection, testing or approval.

Add new Section 13.5.7 as follows:

13.5.7 [*Add:*] Owner reserves the right to conduct testing and inspection of the Work using its own independent consultants. Where Owner's consultant is to perform independent testing and inspection and Contractor's obligation therefor is to be waived, a deduction in an amount Architect determines to be appropriate shall be made to the Contract Sum.

Section 13.6 INTEREST

Delete Section 13.6.1 in its entirety.

Section 13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

Delete Section 13.7.1 in its entirety.

Add new Section 13.8 as follows:

Section 13.8 SWORN STATEMENT/RELEASE OF LIENS

Add new Section 13.8.1 as follows:

13.8.1 [*Add:*] Contractor agrees that the Project is not subject to the Mechanics Lien Law. Contractor shall submit with its final Application for Payment a Sworn Statement/Release

of Liens stating that Contractor has paid all Subcontractors who have performed Work on the project in the full amount they are due.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

Section 14.1 TERMINATION BY CONTRACTOR

Delete Section 14.1 in its entirety.

Section 14.2 TERMINATION BY OWNER FOR CAUSE

Delete Section 14.2.1 in its entirety and, in lieu thereof, substitute the following:

14.2.1 [*Substitute:*] Owner may terminate the Contract if Contractor:

.1 shall institute proceedings or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Code or any similar or applicable federal or state law; or if a petition under any federal or state bankruptcy or insolvency law is filed against Contractor and such petition is not dismissed within sixty (60) days from the date of said filing; or if Contractor admits in writing its inability to pay its debts generally as they become due, or if it makes a general assignment for the benefit of its creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of its bankruptcy or insolvency; or if a receiver of all or any substantial portion of Contractor's properties is appointed.

.2 abandons the Work; or if it fails to prosecute promptly and diligently the Work or to supply enough properly skilled workmen or proper materials for the Work;

.3 submits an Application for Payment, sworn statement, certified payrolls, affidavit or document of any nature whatsoever which is intentionally falsified;

.4 fails to make prompt payment to Subcontractors for materials or labor or otherwise breaches its obligations under any subcontract with a Subcontractor; or if a claim under the Payment Bond, a mechanic's or materialman's lien or notice of lien is filed against any party of the Work or the site of the Project and not promptly bonded or insured over by Contractor in a manner satisfactory to Owner;

.5 disregards any laws, statutes, ordinances, rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction of the Work or the site of the Project;

.6 otherwise violates any provision of the Contract Documents;

then Owner, upon the occurrence of the events described in clauses .1 through .6 above, without prejudice to any right or remedy available to Owner under the Contract Documents or at law or in equity may, after giving Contractor and the surety under the Performauce Bond and the Payment Bond, seven (7) days written notice, terminate the Contract and the employment of Contractor on the Project and may enforce a Security Agreement by taking possession of and using all or any part of Contractor's materials, equipment, supplies and other property of every kind used by Contractor in the

performance of the Work in the completion of the Work. If requested by Owner, Contractor shall remove any part or all of its equipment, machinery and supplies from the site of the Project within seven (7) days from the date of such request, and in the event of Contractor's failure to do so, Owner shall have the right to remove or store such equipment, machinery and supplies at Contractor's expense. In case of such termination, Contractor shall not be entitled to receive any further payment for Work performed by Contractor through the date of termination. Owner's right to terminate Owner-Contractor Agreement pursuant to this Section 14.2.1 shall be in addition to and not in limitation of any rights or remedies existing hereunder or pursuant hereto or at law or in equity.

Delete the words, "upon certification by the Initial Decision Maker that" from Section 14.2.2 and substitute the word, "where".

Add to the end of Section 14.2.3 the following:

14.2.3 [*Add:*] A Contractor terminated for cause related to the quality or timeliness of the Work shall not be proposed by the Surety or otherwise utilized as a completion contractor and shall not be proposed or utilized as a Subcontractor or Sub-subcontractor to the Surety where the Surety is itself performing as the completion contractor.

Delete Section 14.2.4 in its entirety and, in lieu thereof, substitute the following:

14.2.4 [*Substitute:*] If the unpaid balance of the Contract Sum exceeds all costs to Owner of completing the Work, then Contractor shall be paid for all Work performed by Contractor to the date of termination. If such costs to Owner of completing the Work exceed such unpaid balance, Contractor shall pay the difference to Owner immediately upon Owner's demand. The costs to Owner of completing the Work shall include (but not be limited to) the cost of any additional architectural, managerial and administrative services required thereby, any costs incurred in retaining another contractor or other subcontractors, any additional interest or fees which Owner must pay by reason of a delay in completion of the Work, attorneys' fees and expense, and any other damage, costs and expenses Owner may incur by reason of completing the Work of any delay thereof. The amount, if any, to be paid to Contractor shall be certified by Architect upon application, in the manner provided in Section 9.4, and this obligation for payment shall survive the termination of the Contract.

Add new Section 14.2.5 as follows:

14.2.5 [*Add:*] In the event Owner terminates the contract for cause, and in addition and without prejndice to all other rights, remedies and relief which Owner may obtain under this Agreement and pursuant to the law, Owner shall be entitled to payment by Contractor of all reasonable professional fees, including attorney's fees, architectural fees, engineering fees, and consulting fees (together with reasonable expenses and disbursements incurred in connection therewith) which Owner may incur in connection with any legal proceedings or action (including professional fees rendered in anticipation of such proceedings or action). This provision shall create no right to Contractor or to any other person or entity for payment of such costs or expenses.

Add new Section 14.2.6 as follows:

14.2.6 [*Add:*] Should Contractor or its Surety contest the termination of Contractor for Cause, and should it be finally determined that cause for the termination did not exist, Contractor

shall be entitled to damages that would have been received in a termination for convenience under Section 14.4.3.

Section 14.3 SUSPENSION BY OWNER FOR CONVENIENCE

Add the following sentence to the end of Section 14.3.1:

14.3.1 [*Add:*] Any suspension by Owner for convenience does not constitute grounds of termination by Contractor under Section 14.1.

Section 14.4 TERMINATION BY OWNER FOR CONVENIENCE

Add after the words, "Work executed," in Section 14.4.3 add the following language:

14.4.3 [*Add:*] using the schedule of values provided by Contractor and used in making periodic payments

Delete the words, "along with reasonable" in Section 14.4.3 and substitute the word "excluding".

ARTICLE 15 CLAIMS AND DISPUTES

Delete the words "one of the parties" from the first sentence of Section 15.1.1, and substitute the following:

15.1.1 [*Substitute:*] "Contractor".

Delete the words "the party" in the third sentence of Section 15.1.1, and substitute the following:

15.1.1 [*Substitute:*] "Contractor".

Add the following new Subsection 15.1.1.1 as follows:

15.1.1.1 [*Add:*] The term, "Claim" as capitalized and as used herein only applies to, and is hereby defined only as, an assertion by Contractor against Owner. Contractor must satisfy both the requirements related to notice and the requirements that constitute a contractual statute of limitations to preserve Contractor's Claim. To satisfy the requirements of these Contract Documents regarding the contractual statute of limitations, Contractor must file on a timely basis a Statement of Claim. Notice, written or otherwise, does not constitute a Statement of Claim.

Delete Section 15.1.2 in its entirety and, in lieu thereof, substitute the following:

15.1.2 [*Substitute:*] A Claim as defined herein must be preceded by notice to Owner, given within twenty-one (21) days after Contractor first recognizes the condition or occurrence which gives rise to the Claim, provided that, where the Claim is for additional work beyond the requirements set forth in the Drawings and Specifications, notice must be given a reasonable number of working days in advance of the construction activities being undertaken. For additional Work of an emergency nature, needed to protect the safety of property and persons, notice may be given promptly after the additional work is performed. The failure to give required notice to Owner shall constitute a waiver of Contractor's Claim. The requirement of notice is satisfied where there is issued, and Contractor may therefore rely upon, written directives of Architect or Owner's

Representative, including but not limited to the issuance by Architect of a Construction Change Directive.

Delete the last sentence of Section 15.1.3.

Delete Section 15.1.4 in its entirety and, in lieu thereof, substitute the following Subsections 15.1.4.1 to 15.1.4.5:

15.1.4.1 [*Substitute:*] The intention of these Contract Documents and this Section 15.1.4 is to assure Owner of the prompt notice of each Claim against Owner upon the occurrence of the first event upon which the Claim is based. A Contractor who asserts a Claim against Owner only at the conclusion of several events upon which the Claim is ultimately based, or at the realization of damages beyond initial damages, shall be conclusively deemed to have waived the Claim. Contractor shall specifically be prohibited from deferring the giving of notice or the assertion of a Claim against Owner on the basis that some or all of the damages have not been incurred. Contractor may not defer notice to Owner or the filing of the Statement of the Claim by asserting that it is reserving or otherwise preserving its rights, because no right exists to defer either notice or the filing of the Statement.

15.1.4.2 [*Substitute:*] Owner requires the prompt notice of a Claim upon the first occurrence of an event which gives rise to the Claim in order to provide Architect and Owner's Representative with an opportunity to reduce or otherwise mitigate the potential cost and delay that would otherwise occur and to assure that all Claims submitted have validity and are not the product of misrepresentation or fraud. Owner requires prompt assertion of the Claim through the filing of the Statement of Claim similarly to reduce the potential for misrepresentation and fraud.

15.1.4.3 [*Substitute:*] Without regard to compliance by Contractor with respect to notice, the failure of Contractor to provide a Statement of Claim within ninety (90) days of the occurrence of the first event upon which the Claim is based shall conclusively constitute a waiver and abandonment of the Claim. This provision is to be interpreted and applied as a contractual limitations period, in lieu of any and all statutory periods of limitation provided in law. The ninety (90) day period for the filing of a Statement of Claim is agreed to by Contractor, and shall be conclusively treated, as reasonable in accordance with 42 Pa. C.S.A. § 5501(a).

15.1.4.4 [*Substitute:*] A Statement of Claim must include: (1) an identification of the basis set forth in the Contract Documents for payment of the Claim by Owner; (2) an itemization of the damages that have been incurred and have accrued to the point in time when the Statement of Claim is prepared; (3) factual and documentary support for the proposition that Owner is liable; and (4) factual and documentary support for the itemization of damages.

15.1.4.5 [*Substitute:*] Nothing set forth in these Subsections 15.1.4.1 through 15.1.4.5 applies to any demand for damages or claim of any kind that is, should have been, or could be asserted between or among Contractor and other Prime Contractors in arbitration.

Delete the words in Subsection 15.1.5.1, "as provided herein," and substitute the following:

15.1.5.1 [*Substitute:*] "as provided in these Supplementary Conditions".

Delete the third sentence of Subsection 15.1.5.1 in its entirety and, in lieu thereof, substitute the following:

15.1.5.1 [*Substitute:*] Contractor in supporting its Claim for an extension of time must comply with the requirements of Section 3.10 of these Supplementary Conditions, and must document its Claim by reference to and on the basis of the Final Construction Schedule, as updated and revised. A Claim for increase in the Contract Time or otherwise for an extension of time must be filed in the form of a Statement of Claim and must be supported by documentation, including but not limited to excerpts and portions of the Construction Schedule prepared and updated in accordance with the requirements of Section 3.10 and the General Requirements. The Statement shall set forth in detail: (1) the circumstances that form the basis for the Claim, (2) the support for the proposition that the delay is "critical," meaning impacting the critical path of construction activity, (3) the date upon which each cause of delay began to affect the progress of the Work, (4) the date upon which each cause of delay ceased to affect the progress of the Work; and (5) the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of Contractor. Contractor shall provide such additional supporting documentation as Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim. Contractor shall be bound by the scheduling information submitted by him in connection with Section 3.10 of these General Conditions.

Add new Subsection 15.1.5.3 as follows:

15.1.5.3 [*Add:*] Anticipated Adverse Weather Delays: In planning the construction schedule within the agreed Contract Time, it shall be assumed that Contractor has anticipated the amount of adverse weather conditions normal to the site of the Work for the season or seasons of the year involved. Only those weather delays attributable to other than normal weather conditions will be considered.

The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and shall constitute the base line for monthly weather time evaluations. Contractor's construction schedules must take into account any effect these anticipated adverse weather delays in all weather-dependent activities.

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
14	7	7	8	8	7	4	5	4	4	5	7

Add new Subsection 15.1.5.4 as follows:

15.1.5.4 [*Add:*] Impact: Upon acknowledgement of the Notice to Proceed and continuing throughout the contract, Contractor shall record in a daily log the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent (50%) or more of Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days

exceeds the number of days anticipated in paragraph 4.3.7.3 above, Architect will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a no-cost change order for additional days, to be executed by Owner, Architect and Contractor. This no-cost change order shall be the sole remedy for delays associated with weather.

Add new Section 15.1.7 as follows:

15.1.7 [*Add:*] Contractor agrees and acknowledges that Owner is a "contracting body" under the Public Works Contractors' Bond Law of 1967, and the Work on the Project is public construction and not subject to the filing of Mechanics Liens, and further agrees to provide and specify in its subcontracts with subcontractors for their acknowledgment that their sole remedy against Owner exists only under the provisions of the Bond Law and in accordance with the Payment Bond.

Section 15.3 Change the heading of this Section 15.3 to "RESOLUTION OF CLAIMS AND DISPUTES"

Delete this Section 15.3 in its entirety and, in lieu thereof, substitute the following:

15.3.1 [*Substitute:*] It is the further intention of these Contract Documents that all claims between Contractors related to coordination and scheduling of the Work, and all delays, disruptions, and interferences caused by Contractors, be resolved between Contractors. Specifically, by execution of the Agreement, Contract agrees to the following:

15.3.1.1[*Substitute:*] Owner is not responsible for delays caused by any Contractor. Owner is not responsible for problems caused by the failure of a Contractor to coordinate and schedule its Work with other Contractors. Owner is not liable for any damages suffered by a Contractor arising from any Contractor's delays and/or failure to coordinate its Work. Contractor hereby waives and releases Owner from any liability and damages caused by lack of coordination by a Contractor, or between or among Contractors, including their subcontractors and suppliers.

15.3.1.2[*Substitute:*] Architect, Owner's Representative, and Owner and their representatives shall not be liable to Contractor for any increased costs or damages for defective Work, interference, or delays resulting from any conflict between or among Contractors, their subcontractors and suppliers. Neither Owner, Owner's Representative, nor Architect shall be a party to disputes or actions between or among Contractors or their Subcontractors concerning such additional expense or damage. Contractor's exclusive remedy in this regard is arbitration between Contractors involved.

15.3.1.3[*Substitute:*] It is agreed by all parties that disputes or actions between Contractors concerning any additional expense or damage herein before mentioned shall not delay completion of the Work, which shall be continued by the parties pending final resolution of a claim including judicial proceedings. All final construction decisions regarding scheduling and coordination of the Work, whether rendered orally or in writing, shall be observed and followed fully.

15.3.1.4[*Substitute:*] Each Contractor hereby waives privity of contract defenses, and any assertion that Owner is vicariously or otherwise responsible for the acts and omissions of other Prime Contractors. Each Contractor agrees that other Prime Contractors have the right to file claims in arbitration against Contractor in the event Contractor is alleged to have caused

damages to another Contractor by reason of the failure to meet schedule, or delay, disruption, interference, or lack of coordination.

15.3.1.5[*Substitute:*] It is agreed by the parties to this Contract (Owner as promisee and Contractor as promisor) that the intent of this Section 15.3 is to benefit Owner and Owner's interests, and that the provisions of the Contract Documents raises Contractor and such other Contractors to the status of third party beneficiaries in connection with the coordination and scheduling of the Project, and claims between Contractors, and for no other purpose. Contractor specifically releases, foregoes and waives any claims against Owner, Owner's Representative, or Architect for extended overhead, delay damages, "impact" damages, loss of efficiency, loss of productivity, or any other similar form of loss, damage or compensation, or other damages related to coordination and scheduling of the Project and all delays, disruptions, and interferences caused by the other Prime Contractors.

15.3.2 [*Substitute:*] These Sections 15.3.1 and 15.3.2 apply to any claim that is or was, should be or should have been, or could be or could have been asserted between or among Contractor and other Prime Contractors, whether or not Lead Contractor rendered a final construction decision under Section 3.3.4 and whether or not the claim is submitted to arbitration under Subsection 3.3.4.1.

15.3.3 [*Substitute:*] A Claim that may properly be asserted against Owner shall be submitted to Architect. At all times, Contractor must comply with the obligation to provide notice under Section 15.1.4. Architect will evaluate the Claim and will in the discharge of Architect's professional responsibilities advise Owner regarding its professional advice and opinion as to the disposition of the Claim. Architect may seek additional information from Contractor. Contractor shall forfeit the Claim if, after seven (7) days' notice, Contractor fails to cooperate with Architect's reasonable requests. Architect's response to Contractor's Claim shall not constitute a decision of Owner on the Claim under Section 4.6. Architect's response to Contractor's Claim rejecting the Claim without requesting additional information, an additional opportunity to meet, or an additional opportunity to consider the Claim in further detail, shall constitute the occurrence of the first event upon which the Claim can be based, and the ninety (90) day period allowed for the filing of the Statement of the Claim shall commence. The failure to file the Statement of the Claim shall conclusively constitute a waiver and abandonment of the Claim.

Section 15.4 Change the heading of this Section 15.4 to "ADMINISTRATIVE CLAIMS PROCEDURE"

Delete this Section 15.4 in its entirety and, in lieu thereof, substitute the following new Sections 15.4.1 through 15.4.12:

15.4.1 [*Substitute:*] A Claim or dispute that is properly between Contractor and Owner shall be submitted to Owner's Representative in the form of a Statement of Claim, as provided in Section 15.5. The proceedings under this Section 15.4 may be properly invoked only as to a Claim between Contractor and Owner, and not to disputes involving scheduling and coordination decisions between Contractors. Consideration by Owner of a Claim asserted by Contractor to be proper under this Section does not constitute acquiescence in or acceptance of the correctness of the Claim's assertion.

15.4.2 [*Substitute:*] Disputes arising from final construction decisions of Lead Contractor, and disputes that could have been submitted to Lead Contractor for a final construction decision, and disputes between or among Contractors arising from coordination and

scheduling on the Project are subject to the exclusive remedy of arbitration between the involved Contractors.

15.4.3 [*Substitute:*] The rendering of a final construction decision by Lead Contractor or the rendering of a response by Architect to Contractor's Claim does not constitute either a formal decision or a final decision of Owner under this Section.

15.4.4 [*Substitute:*] A Claim or dispute of whatever kind against Owner shall be submitted by the filing of a Statement of Claim and shall in the first instance be referred to Owner's Representative with a request for a formal decision in accordance with this Section. Owner's Representative may respond in writing to the submission of a Claim by requesting that Contractor provide additional documents and information relating to the Claim. The failure to provide the requested documents and information shall constitute a waiver and forfeiture of the Claim. Owner's Representative may also reject the Claim and, if so, shall provide Contractor with an additional seven (7) days to resubmit the Claim to Owner. The failure of Contractor to resubmit the Claim within such period to Owner shall constitute a waiver and forfeiture of the Claim. Finally, Owner's Representative may also provide recommendations to Owner regarding the Claim, and at Owner's Representative's option may provide a copy of those recommendations to Contractor.

15.4.5 [*Substitute:*] Owner and Owner's Representative may allow Contractor additional time to ascertain or compile information, documents, and other supporting data. Specifically, Owner and Owner's Representative may allow the Statement of Claim to be amended and modified to include additional information arising after the filing of the Statement initially, provided that the basis of the Claim may not be altered.

15.4.6 [*Substitute:*] The time periods set forth in this Section relate solely to the administration of pending claims and disputes and are neither intended to, nor shall they, modify or affect any other provisions of the Contract Documents relating to Notice and the time required therefor, relating to the time for the filing of the Statement of Claim or relating to any other time requirements of this Contract. Receipt of a Statement of Claim by Owner's Representative and consideration of the Claim under this Section do not constitute a waiver of Owner's right to the performance of Contractor's obligations under the Contract Documents.

15.4.7 [*Add:*] Following the submittal of the Claim to Owner's Representative, or the resubmittal of the Claim after its rejection by Owner's Representative, as the case may be, Owner shall render its formal decision on a dispute with a Contractor in writing within a reasonable time after receipt of all written supporting documents, information and other data ("supporting data") from Contractor and review of documents and information obtained by Owner's Representative. Owner may require Contractor and its representatives to appear at a meeting called with reasonable notice.

15.4.8 [*Add:*] The formal decision of Owner shall be the first-step in the administrative processes governing claims and disputes that are properly between Contractor and Owner. Owner's first-step decision can be rendered by any representative of Owner.

15.4.9 [*Add:*] The rendering of a formal, first-step decision by Owner with respect to any such Claim, dispute, or other matter is a condition precedent to any further action under this Section. Such decision shall be final and binding upon Contractor unless Contractor

notifies Owner's Representative in writing of Contractor's exception to such decision within thirty (30) days of Contractor's receipt of the decision thereon.

15.4.10 [*Add:*] Contractor shall continue to prosecute the Work and adhere to the Construction Schedule during all disputes or disagreements relating to any claim or dispute under the Contract Documents. No Work shall be delayed or postponed pending resolution of any claims, disputes or disagreements.

15.4.11 [*Add:*] Contractor agrees that compliance by Contractor with this Section shall be a condition precedent to the rendering by Owner of a formal, first-step decision on a claim or dispute. If Contractor fails to comply with the requirements of this Section, or fails to provide documents, information and supporting data requested by Owner or Owner's Representative for the purpose of evaluating the Claim, the Claim shall be waived and forfeited. The failure to submit supporting data or the failure to continue to prosecute the Work, shall constitute a waiver and forfeiture of the Claim for the purpose of securing both first and second-step relief and for the purpose of the submittal of any claim to the Lackawanna Court of Common Pleas.

15.4.12 [*Add:*] Owner's Representative will attempt to resolve all claims and disputes between Owner and Contractor, both before and after the rendering of a formal, first-step decision by Owner. Should Contractor not be satisfied with Owner's formal, first-step decision regarding a claim or dispute, Contractor may request a second-step administrative determination within thirty (30) days of the decision. Owner shall, within thirty (30) days of a demand for such an administrative determination or on its own initiative, designate an individual to serve as Claims Administrator. Owner, Owner's Representative and all affected Contractors shall attend administrative conferences at the call of the Claims Administrator. Owner and Contractor shall cooperate fully in the administrative investigation conducted by the Claims Administrator at the administrative conferences and at such other times as the Claims Administrator shall determine, and shall furnish documents and other information required by the Claims Administrator. The failure of Contractor to provide supporting documentation in advance of and during the administrative conferences sufficient to constitute prima facie evidence of the Claim shall constitute bad faith and shall result in the dismissal and forfeiture of the Claim. Within thirty (30) days of the completion of the administrative investigation, the Claims Administrator will render a decision and recommendation to Owner and Contractor. The decision and the recommendation shall be binding on neither party and shall not be admissible in any proceeding. Unless the decision and recommendation are accepted by both Owner and Contractor, and provided the claim or dispute has not been waived or forfeited by Contractor, Contractor may submit its claim to the Court of Common Pleas of Lackawanna County.

Add Section 15.5 ARBITRATION BETWEEN AND AMONG CONTRACTORS

Add new Sections 15.5.1 through 15.5.7 as follows:

15.5.1 [*Add:*] A claims, dispute or other matter in question between Contractors arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

15.5.2 [*Add:*] In any arbitration proceeding commenced pursuant to this Section, the parties shall be entitled to conduct pre-hearing discovery for a period of ninety (90) days, which discovery may include depositions, written interrogations not to exceed forty (40) in number (inclusive of subparts) and written requests for the inspection and reproduction of relevant documents or tangible things. Responses to written interrogations and document requests shall be served within thirty (30) days of service thereof. With respect to expert testimony and discovery related thereto, Rule 4003.5 of the Pennsylvania Rules of Civil Procedure shall apply. The arbitrator(s) shall have the authority to issue appropriate orders to enforce the parties' entitlement to discovery hereunder and, upon disobedience of any such order, may prohibit the disobedient party from introducing in evidence designated documents, thing, or testimony.

15.5.3 [*Add:*] Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand for arbitration must be made within a reasonable time after the claim, dispute or other matter in question has arisen, but in no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations. All demands for arbitration and all answering statements thereto which include any monetary claim must contain a statement of the total sum or value in controversy as alleged by Contractor making such demand or answering statement.

15.5.4 [*Add:*] The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

15.5.5 [*Add:*] The parties shall be obligated to include, as a part of any arbitration proceedings, by joinder or consolidation, other Contractors to the extent necessary for resolution of the matter in controversy. Owner, Architect, and Owner's Representative may not be joined in arbitration proceedings. Contractor agrees not to object to its joinder in arbitration proceedings brought by other Prime Contractors. The foregoing agreement to arbitrate, including the obligation to arbitrate with an additional person or entity by joinder or consolidation shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. Joinder or consolidation of necessary or interested parties shall be a condition precedent to the obligation to arbitrate.

15.5.6 [*Add:*] Contractor Disputes. Contractor filing a notice of demand for arbitration must assert in the demand all claims, disputes and other matters in contention then known to that Contractor on which arbitration is permitted to be demanded.

15.5.7 [*Add:*] Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

END OF SECTION 00xxxx

[Bidders are advised that, after award, this form of agreement will be adapted for each Prime Contract by the making of insertions and changes required by the instructions that are set off in brackets and by making changes to the signature lines as indicated below.]

SECTION 002144-2– OWNER-CONTRACTOR AGREEMENT

THIS AGREEMENT, executed this ___ day of _____ 2017 **[insert month and year, with day to be inserted when last signature is affixed by the City]**, by and between the City of Scranton, with offices at 340 North Washington Ave., Scranton , PA 18503, and _____ **[insert name of Contractor]**, located at _____ **[insert address]**, a _____ **[insert form of business organization such as corporation, LLC, etc.]** organized under the laws of the State/Commonwealth of _____ **[insert state where organized]**, hereinafter called the "Contractor."

ARTICLE 1 - THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement between the Owner and Contractor, and the documents identified in the Supplementary Conditions. These documents form the Contract, and all are as fully a part of this Agreement as if attached hereto or repeated herein.

ARTICLE 2 - THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the interior renovations throughout seven Fire Station Facilities as described in the Bidding and Contract Documents.

ARTICLE 3 - DESIGN AND CONSTRUCTION PROFESSIONALS

The Architect for the Project is Highland Associates, Ltd. Architecture Engineering Interior Design, 102 Highland Avenue, Clarks Summit, Pennsylvania 18411. The Owner's Representative for the Project is Mr. David Bulzoni.

ARTICLE 4 - TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced with all off-site and on-site activities required by the Contract Documents after receipt of, and on the date or dates set forth in, the Notice or Notices to Proceed. The Contractor shall complete all contract Work to the satisfaction and approval, in every respect, of Owner, within the overall Contract Time for the Project and within the Completion Dates for Substantial and Final Completion. Contractor shall be substantially complete within 180 days of the issuance of the Notice to Proceed ("Substantial Completion") and finally complete within 30 days thereafter ("Final Completion," collectively, "Completion Dates). Contractor agrees that time is of the essence in the performance of this Contract, and that if he shall fail to complete the Work within the times specified for Substantial Completion, the Contractor shall pay Owner, as Liquidated Damages and not as a penalty for each such failure, the amounts of Five Hundred Dollars ($500.00) per day.

ARTICLE 5 - CONTRACT SUM

Owner shall pay the Contractor for the performance of the Work subject to additions and deductions by Change Order in current funds, the Contract Sum of $_____.00 (_____ Dollars) **[Insert the total contract amount in numerals and words, including Alternates]** for the base bid and for Alternates numbered _____ [insert the numbers of the accepted Alternates], all as set forth in the General and Supplementary Conditions of the Contract.

ARTICLE 6 - PROGRESS PAYMENTS

Based upon Applications for Payment submitted by the Contractor, Owner shall make progress payments on account of the contract sum to the Contractor as provided in the General and Supplementary Conditions of the Contract.

ARTICLE 7 - FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by Owner to the Contractor after Final Completion of the Work, provided the Work has then been completed, the Contract fully performed, a Final Inspection held, and a Final Certificate of Payment has been issued, all as set forth in the General and Supplementary Conditions of the Contract.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.1 Terms used in this Agreement shall have the meanings designated in the Contract Documents.

8.2 The Payment and Performance Bonds given by the Contractor conditioned upon the faithful performance of the Contract; the payment of labor, material, equipment rental and public utility service claims; and the correction of defective installation or non-conforming materials and equipment are attached hereto and made a part hereof. However, no third party shall acquire any rights against Owner under the Contract Documents.

8.3 The Contractor agrees to abide and be bound by all applicable laws relating to and regulating wages to be paid and the hours and conditions of employment and relating to equal employment opportunity.

IN WITNESS WHEREOF, Scranton City and the Contractor have caused these presents to be executed on the day and year above written.

Owner

By: _____

_____
[Print name]

Attested:

_____

_____

[Corporate Contractor]

[Name of Contractor]

_____
(Print Name of Corporation)

Attest:_____
Signature of Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or other authorized representative**

_____
(Print name of representative)

_____
(Print title of representative)

By:_____
Signature of President, Vice President or other authorized representative*

_____
(Print name of representative)

_____
(Print title of representative)

* If a representative other than the President or a Vice President of the Corporation signs this Agreement on its behalf, then attach a corporate resolution or other appropriate proof, dated prior to or as of the date of the Proposal, evidencing authority to execute this Agreement on behalf of the Corporation.

** If a representative other than the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer attests to the signature of the corporate representative, then attach a corporate resolution or other appropriate proof, dated prior to or as of the date of the Proposal, evidencing authority to attest to the execution of this Agreement on behalf of the Corporation.

[Bidders are advised that when contracts are signed with noncorporate contractors, the form of signatures will be changed to the form similar to that completed by the Bidder on the Bid Form, in order to accommodate the form of business organization being used. Bidders which have adopted the Limited Liability Company or LLC form of organization must submit the Operating Agreement or similar documentation, establishing the authority of the representative who executes the Agreement and the authority of the representative who attests to the validity of the signature.]

END OF SECTION

CONTRACTOR PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Contractor Name and Address)

_____ as Principal, hereinafter called "Principal," and

_____

_____
(Legal Title of Surety)

as Surety, hereinafter called "Surety," are held and firmly bound unto the City of Scranton, Commonwealth of Pennsylvania, its successor(s), grantee(s) or assignee(s), as the owner Obligee ("the Obligee"), in the amount of one hundred percent (100%) of the Contract Sum of _____ Dollars ($_____), for the payment whereof Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Obligee to pay for performance of the Contract, and firmly by these presents.

WITNESSETH THAT:

WHEREAS, Principal has, by written agreement dated _____ entered into a Contract with Obligee for the construction of renovations to fire station facilities for the Obligee, located in _____, _____ County, Pennsylvania, in accordance with drawings and specifications prepared by Highland Associates, Ltd. Architecture Engineering Interior Design., located in _____, ____., which Contract is by reference made a part hereof, and is hereinafter referred to as "the Contract;"

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, and known as and cited as the "Public Works Contractors' Bond Law of 1967" (the "Act");

WHEREAS, the Act, in Section 3.1(a), requires that, before an award shall be made to the Principal by the Obligee, the Principal shall furnish this Bond to the Obligee, with this Bond to become binding upon the award of a Contract to the Principal by the Obligee in accordance with the Contract; and

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said Contract, including all changes and amendments thereto, which is hereby incorporated as part of this Bond as if fully set forth herein, and shall indemnify and save harmless the Obligee and all of its officers, agents and employers from any expense incurred through the failure of the Principal to complete the work as specified and for any and all sums due the Obligee under the Contract by the Principal or its subcontractors, then this Bond shall be void; otherwise, this Bond shall remain in full force and effect.

The Principal and Surety agree that any alterations, changes and/or additions to the Contract, and/or any alterations, changes and/or additions to the work to be performed under the Contract, and/or any giving by the Obligee of any extensions of time for the performance of the project work in accordance with the Contract, and or any other act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract, shall not release, 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 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.

Whenever Principal shall be, and declared by Obligee to be in default under the Contract, the Obligee having performed Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for submission to Obligee for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee and Surety of the lowest responsive bidder, arrange for a contract for completion between such bidder and Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term, "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Obligee to Principal under the Contract and any amendments thereto, less the amount properly paid by Obligee to Principal.

If the Surety does not promptly remedy the default or proceed with reasonable promptness to perform its obligations under the Bond, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of written notice from the Obligee to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to the Obligee.

No action upon this Bond shall be commenced after the expiration of one (1) year from the date on which the Principal is declared to be in default by the Obligee, or within one (1) year after the Surety fails to perform its obligations under the Bond, whichever occurs later.

No right of action shall accrue on this Bond to any person or entity other than the Obligee or its heirs, executors, administrators, or successors.

Every action upon this Bond shall be instituted either in the Court of Common Pleas for the county where the project under the Contract is to be performed, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

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

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

[Select the applicable signature pages from among those that follow]

03/15/17

PRINCIPAL:

When the Principal is an Individual Proprietor:

WITNESS:

_____
*Signature of Witness

*By:_____(SEAL)
Signature of Proprietor

_____
Print name of Proprietor

CORPORATE SURETY

_____
**Name of Corporate Surety

Witness or Attest:

_____
(CORPORATE SEAL)**

**By:_____
Title

GENERAL INSTRUCTIONS FOR PRINCIPAL

*Sign by proprietor and witness.

GENERAL INSTRUCTIONS FOR ATTORNEY-IN-FACT CERTIFICATION

**Indicate Surety company, sign by attorney-in-fact, obtain witness signature, and affix Surety company's seal. Attach Power of Attorney, with embossed seal, to this page, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Corporation.

The attorney-in-fact by executing this Performance Bond certifies that he/she is licensed with the company named as Surety for this bond by the Pennsylvania Insurance Department and that to the best of his/her knowledge the said Surety is licensed with the Pennsylvania Insurance Department.

03/15/17

When the Principal is a Partnership:

_____
Print Name of Partnership

WITNESS:

_____ *By:_____(SEAL)
Signature of General Partner

CORPORATE SURETY

_____
**Name of Corporate Surety

Witness or Attest:

_____ **By:_____
(CORPORATE SEAL)** Title

GENERAL INSTRUCTIONS FOR PRINCIPAL

*Please sign where indicated. Sign by a General Partner and witness signature.

GENERAL INSTRUCTIONS FOR ATTORNEY-IN-FACT CERTIFICATION

**Indicate Surety company, sign by attorney-in-fact, obtain witness signature, and affix Surety company's seal. Attach Power of Attorney, with embossed seal, to this page, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Corporation.

The attorney-in-fact by executing this Performance Bond certifies that he/she is licensed with the company named as Surety for this bond by the Pennsylvania Insurance Department and that to the best of his/her knowledge the said Surety is licensed with the Pennsylvania Insurance Department.

When the Principal is a Corporation:

_____
Print Name of Corporation

ATTEST:

*By:_____

_____
Secretary/Assistant Secretary/
Treasurer/Assistant Treasurer
or other Authorized Representative

President/Vice President or other
Authorized Representative*

_____
Print Name of Corporate Representative

(CORPORATE SEAL)

CORPORATE SURETY

_____
**Name of Corporate Surety

Witness or Attest:

_____
(CORPORATE SEAL)**

**By:_____
Title

GENERAL INSTRUCTIONS FOR PRINCIPAL

*Please sign where indicated. Sign by President or Vice-President and attest by Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer. Affix Seal.

GENERAL INSTRUCTIONS FOR ATTORNEY-IN-FACT CERTIFICATION

**Indicate Surety company, sign by attorney-in-fact, obtain witness signature, and affix Surety company's seal. Attach Power of Attorney, with embossed seal, to this page, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Corporation.

The attorney-in-fact by executing this Performance Bond certifies that he/she is licensed with the company named as Surety for this bond by the Pennsylvania Insurance Department and that to the best of his/her knowledge the said Surety is licensed with the Pennsylvania Insurance Department.

When the Principal is a Limited Liability Company

_____
(Print Name of Limited Liability Company)

Attest:_____
Signature of an Authorized Representative*

*By: _____
Signature of an Authorized Representative*

CORPORATE SURETY

_____
**Name of Corporate Surety

Witness or Attest:

_____
(CORPORATE SEAL)**

**By:_____
Title

GENERAL INSTRUCTIONS FOR PRINCIPAL

*Please sign where indicated. Sign and attest by Manager, Member or other Authorized Representative. The individual attesting verifies and represents that the person whose signature is affixed to this Bond on behalf of the Limited Liability Company (LLC) is duly authorized in accordance with the representations hereafter set forth.

Check the box which applies to this Bond:

___ The Certificate of Organization provides that LLC is to be managed by managers, and this Bond has been executed by a Manager fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bond or can be provided upon request within three (3) working days.

___ The Certificate of Organization does not provide that LLC is to be managed by managers, and this Bond has been executed by a Member fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bond or can be provided upon request within three (3) working days.

___ This Bond has been executed by a representative of the LLC who is not a manager or a member of the LLC, and instead who holds the office of _____ (insert title), and the execution of this Bond is fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bond or can be provided upon request within three (3) working days.

The individuals signing and attesting to the execution of this document further represent that (1) execution of the Bond is carrying on business in the usual way; (2) the LLC authorizes the execution of this Bond even if execution and submission of this Bond is not carrying on business in the usual way for the LLC; and (3) to the best of the individuals' information and belief, the Owner has no knowledge of the Member's or the Manager's lack of actual authority, or of any applicable and relevant restriction on his or her authority.

GENERAL INSTRUCTIONS FOR ATTORNEY-IN-FACT CERTIFICATION

Indicate Surety company, sign by attorney-in-fact, obtain witness signature, and affix Surety company's seal. Attach Power of Attorney, with embossed seal, to this page, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Limited Liability Company.

The attorney-in-fact by executing this Performance Bond certifies that he/she is licensed with the company named as Surety for this bond by the Pennsylvania Insurance Department and that to the best of his/her knowledge the said Surety is licensed with the Pennsylvania Insurance Department.

CONTRACTOR LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ _____
(Contractor Name and Address)

_____ as Principal, hereinafter called "Principal," and

_____
(Legal Title of Surety)

as Surety, hereinafter called "Surety," are held and firmly bound unto the City of Scranton, Commonwealth of Pennsylvania, its successor(s), grantee(s) or assignee(s), as the owner Obligee ("the Obligee"), for use and benefit of Claimants as herein below defined, in the amount of one hundred percent (100%) of the Contract Sum of _____Dollars ($_____), for the payment whereof Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Obligee to pay for performance of the Contract, and firmly by these presents.

WITNESSETH THAT:

WHEREAS, Principal has, by written agreement dated _____ entered into a Contract with Obligee for the construction of renovations to fire station facilities for the Obligee, located in _____, _____ County, Pennsylvania, in accordance with drawings and specifications prepared by Highland Associates, Ltd. Architecture Engineering Interior Design, located in _____, _____, which Contract is by reference made a part hereof, and is hereinafter referred to as "the Contract;"

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, and known as and cited as the "Public Works Contractors' Bond Law of 1967" (the "Act");

WHEREAS, the Act, in Section 3.1(a), requires that, before an award shall be made to the Principal by the Obligee, the Principal shall furnish this Bond to the Obligee, with this Bond to become binding upon the award of a Contract to the Principal by the Obligee in accordance with the Contract; and

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal and any subcontractor of the Principal to whom any portion of the work under the Contract shall be subcontracted, and if all assignees of the Principal and of any such subcontractor, shall promptly make payment to all Claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, including any amendment, extension or addition to the Contract, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect.

This Bond, as provided by the Act, shall be solely for the protection of Claimants supplying labor or materials to the Principal or to any subcontractors of the Principal of the first, second, or third tiers providing labor, and to any subcontractors of the first and second tier only for materials, in the prosecution of the work covered by the Contract, including any amendments, extensions or additions to the Contract, and is conditioned for the prompt payment of all such materials furnished and labor supplied or performed in the prosecution of the work. Claimant for itself, its Surety, its Subcontractors, and all successors and assigns, waives all rights of action against the Obligee and its consultants related to payment on the Contract.

The term "Claimant," when used herein and as required by the Act, shall include entities furnishing materials and labor for the project, and 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. As required by the Act, the provisions of this 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.

As required and provided 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, including any amendments, extensions or additions to the Contract, and who has not been paid therefor, in full, before the expiration of ninety (90) days after the day on which 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 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, but has no contractual relationship, express or implied, with such Principal may bring an action on the 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, provided however that in the event of the bankruptcy of the Principal, this requirement of notice shall be excused and notice may be given instead directly to the Surety;

(b) no action upon this 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;

(c) every action upon this Bond shall be instituted either in the Court of Common Pleas for the county where the project under the Contract is to be performed, or in the United State

District Court for the district in which the project, or any part thereof, is situated, and not elsewhere; and

(d) the Obligee shall not be liable for the payment of any interest, costs, expenses or attorneys' fees of any such suit.

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

The Principal and Surety agree that any alterations, changes and/or additions to the Contract, and/or any alterations, changes and/or additions to the work to be performed under the Contract, and/or any giving by the Obligee of any extensions of time for the performance of the project work in accordance with the Contract, and or any other act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract, shall not release, 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 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.

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

[Select the applicable signature pages from among those that follow]

03/15/17

PRINCIPAL:

When the Principal is an Individual Proprietor:

WITNESS:

_____ *By:_____(SEAL)
*Signature of Witness Signature of Proprietor

_____
Print name of Proprietor

CORPORATE SURETY

_____
**Name of Corporate Surety

Witness or Attest:

_____ **By:_____
(CORPORATE SEAL)** Title

GENERAL INSTRUCTIONS FOR PRINCIPAL

*Sign by proprietor and witness.

GENERAL INSTRUCTIONS FOR ATTORNEY-IN-FACT CERTIFICATION

**Indicate Surety company, sign by attorney-in-fact, obtain witness signature, and affix Surety company's seal. Attach Power of Attorney, with embossed seal, to this page, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Corporation.

The attorney-in-fact by executing this Performance Bond certifies that he/she is licensed with the company named as Surety for this bond by the Pennsylvania Insurance Department and that to the best of his/her knowledge the said Surety is licensed with the Pennsylvania Insurance Department.

03/15/17

When the Principal is a Partnership:

_____
Print Name of Partnership

WITNESS:

_____ *By:_____(SEAL)
Signature of General Partner

CORPORATE SURETY

_____
**Name of Corporate Surety

Witness or Attest:

_____ **By:_____
(CORPORATE SEAL)** Title

GENERAL INSTRUCTIONS FOR PRINCIPAL

*Please sign where indicated. Sign by a General Partner and witness signature.

GENERAL INSTRUCTIONS FOR ATTORNEY-IN-FACT CERTIFICATION

**Indicate Surety company, sign by attorney-in-fact, obtain witness signature, and affix Surety company's seal. Attach Power of Attorney, with embossed seal, to this page, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Corporation.

The attorney-in-fact by executing this Performance Bond certifies that he/she is licensed with the company named as Surety for this bond by the Pennsylvania Insurance Department and that to the best of his/her knowledge the said Surety is licensed with the Pennsylvania Insurance Department.

When the Principal is a Corporation:

_____
Print Name of Corporation

ATTEST:

*By:_____

_____
Secretary/Assistant Secretary/
Treasurer/Assistant Treasurer
or other Authorized Representative

President/Vice President or other
Authorized Representative*

_____
Print Name of Corporate Representative

(CORPORATE SEAL)

CORPORATE SURETY

_____
**Name of Corporate Surety

Witness or Attest:

_____
(CORPORATE SEAL)**

**By:_____
Title

GENERAL INSTRUCTIONS FOR PRINCIPAL

*Please sign where indicated. Sign by President or Vice-President and attest by Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer. Affix Seal.

GENERAL INSTRUCTIONS FOR ATTORNEY-IN-FACT CERTIFICATION

**Indicate Surety company, sign by attorney-in-fact, obtain witness signature, and affix Surety company's seal. Attach Power of Attorney, with embossed seal, to this page, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Corporation.

The attorney-in-fact by executing this Performance Bond certifies that he/she is licensed with the company named as Surety for this bond by the Pennsylvania Insurance Department and that to the best of his/her knowledge the said Surety is licensed with the Pennsylvania Insurance Department.

When the Principal is a Limited Liability Company

_____
(Print Name of Limited Liability Company)

Attest:_____ *By: _____
Signature of an Authorized Representative* Signature of an Authorized Representative*

CORPORATE SURETY _____
**Name of Corporate Surety

Witness or Attest:

_____ **By:_____
(CORPORATE SEAL)** Title

GENERAL INSTRUCTIONS FOR PRINCIPAL

*Please sign where indicated. Sign and attest by Manager, Member or other Authorized Representative. The individual attesting verifies and represents that the person whose signature is affixed to this Bond on behalf of the Limited Liability Company (LLC) is duly authorized in accordance with the representations hereafter set forth.

Check the box which applies to this Bond:

___ The Certificate of Organization provides that LLC is to be managed by managers, and this Bond has been executed by a Manager fully authorized hy the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bond or can be provided upon request within three (3) working days.

___ The Certificate of Organization does not provide that LLC is to be managed by managers, and this Bond has been executed by a Member fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bond or can be provided upon request within three (3) working days.

___ This Bond has been executed by a representative of the LLC who is not a manager or a member of the LLC, and instead who holds the office of _____ (insert title), and the execution of this Bond is fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bond or can be provided upon request within three (3) working days.

The individuals signing and attesting to the execution of this document further represent that (1) execution of the Bond is carrying on business in the usual way; (2) the LLC authorizes the execution of this Bond even if execution and submission of this Bond is not carrying on business in the usual way for the LLC; and (3) to the best of the individuals' information and belief, the Owner has no knowledge of the Member's or the Manager's lack of actual authority, or of any applicable and relevant restriction on his or her authority.

GENERAL INSTRUCTIONS FOR ATTORNEY-IN-FACT CERTIFICATION

Indicate Surety company, sign by attorney-in-fact, obtain witness signature, and affix Surety company's seal. Attach Power of Attorney, with embossed seal, to this page, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Limited Liability Company.

The attorney-in-fact by executing this Performance Bond certifies that he/she is licensed with the company named as Surety for this bond by the Pennsylvania Insurance Department and that to the best of his/her knowledge the said Surety is licensed with the Pennsylvania Insurance Department.

QUALIFICATIONS STATEMENT

Name and address of Contractor-Bidder: _____

_____

_____

Submitted To: SCRANTON CITY

Regarding: FIRE DEPARTMENT FACILITY IMPROVEMENTS PROJECT

1. Companies bidding on this Project must submit as set forth in the Instructions to Bidders this Statement of Bidder's Qualification to Scranton City, hereinafter referred to as the "Owner."

2. Only Companies which are determined to be responsible contractors under applicable laws and the Contract Documents will be designated as qualified bidders at the time awards are made on the prime contracts offered on the Project.

3. The Instructions to Bidders and other Bidding Documents govern the Owner's consideration of this completed Statement of Bidder's Qualification.

4. All Bidders must complete this form and submit it with the Bid by answering all questions, and supplying the reqnested documents, using the spaces indicated (with additional pages if necessary) and attaching documents as required.

I. Capability

1. State your Company's name and the address of your Company's principal place of business (main office or headquarters).

_____

_____

_____

_____

2. State the categories of work for which your Company desires to be considered on the above Project.

_____

_____

3. State your Company's form of organization (sole proprietorship, partnership, corporation, limited liability company, etc.).

_____

_____

4. If your Company is a corporation, state:

   a. Date of incorporation;

   b. Place of incorporation;

   c. Names and titles of all officers.

_____

_____

_____

_____

Use additional pages if necessary.

   d. Provide the names of all your Company's subsidiaries, or parent organizations, and all affiliated organizations, giving the relationship of each to your Company.

_____

_____

_____

Use additional pages if necessary.

5. If your Company is a limited liability company, state:

   a. Date of filing of the certificate of organization;

   b. State where filed;

   c. Names and titles of all officers, members and managers;

_____

_____

_____

_____

Use additional pages if necessary.

   d. Provide the names of all your Company's subsidiaries, or parent organizations, and all affiliated organizations, giving the relationship of each to your Company.

_____

_____

_____

_____

_____

_____

Use additional pages if necessary.

6. If your Company is a partnership (including a joint venture), state:

   a. Date of formation;

   b. Under which state's laws the partnership was formed;

   c. Whether partnership is general or limited;

   d. Names and home addresses of all partners (indicate any limited partners).

_____

_____

_____

Use additional pages if necessary.

e. Names of all organizations controlled by your Company or any of its partners.

_____

_____

_____

_____

_____

_____

Use additional pages if necessary.

7. If your Company is a sole proprietorship, or some form of organization other than a corporation, an LLC, or partnership, attach the operating agreement or other documentation governing the activities of the organization, and state:

a. The type of organization and the date established;

b. Names and home addresses of each of the principals.

_____

_____

_____

_____

_____

_____

Use additional pages if necessary.

c. Names of all organizations controlled by your Company or any of its principals.

_____

_____

_____

_____

Use additional pages if necessary.

8. Regarding ownership and control

a. List all organizations and individuals who have a financial interest greater than 5% in your Company.

_____

_____

_____

_____

Use additional pages if necessary.

b. Identify any other organization or individual who controls or substantially influences the bidding or operation of your Company.

_____

_____

Use additional pages if necessary.

9. Provide the numbers, categories and locations of all employees and officers.

_____

_____

_____

_____

Use additional pages if necessary.

10. Is your Company currently registered to do business in Pennsylvania?

_____

If not, do you have a pending application for registration?

_____

11. Does your Company hold all necessary licenses to perform the work for which you desire to be considered for this Project? If so, identify those licenses.

_____

_____

If not, identify all pending applications for those licenses:

_____

12. Identify all your Company's offices located in Dauphin, Cumberland, Perry and Lebanon Counties.

_____

_____

13. Identify all your Company's offices located elsewhere in the Commonwealth of Pennsylvania.

_____

_____

_____

_____

Use additional pages if necessary.

14. How many years has your Company been in business as a Contractor or Subcontractor under your present business name?

_____

15. List the years of experience your Company has in the construction of the type required for your contract:

a. as a prime contractor; and

_____

b. as a subcontractor.

_____

16. State:

a. The percentage of work normally completed using your own employees.

_____

b. The percentage of work your Company intends to complete itself on this Project.

_____

c. The nature of the work your Company will perform itself on this Project and the trades you will employ.

Use additional pages if necessary.

d. The equipment that you own or lease that is available for work on the Project.

Owned Equipment:

Leased Equipment:

Use additional pages if necessary.

e. The nature of the work which your Company would expect to subcontract on this Project.

Use additional pages if necessary.

f. The names and addresses of your Company's major suppliers for this Project

_____

_____

_____

_____

_____

_____

Use additional pages if necessary.

g. A list of all collective bargaining agreements to which you are bound.

_____

_____

_____

Use additional pages if necessary.

17. List the three principal officers, administrators, managers and superintendents who will be assigned to the Project -- identification of qualifications, with specific attention to years in present position, years with your Company, years of construction experience, and magnitude and type of work.

_____

_____

_____

Use additional pages if necessary.

18. Identify any work your Company has performed for the Owner for each, identify the location of project, nature of contract (prime, sub, etc.), contract amount, kind of work, and nature of project.

_____

_____

_____

_____

_____

Use additional pages if necessary.

19. List other similar projects that your Company has performed in Pennsylvania (up to a maximum of seven of the most recent projects) -- for each, identify the name and address of owner, location of project, nature of contract (prime, sub, etc.), contract amount, kind of work, and nature of project. **You may refer to projects previously identified.**

Use additional pages if necessary.

20. List all of the other projects that involve the **same type of construction** that your company has completed, up to a maximum of seven of the most recent projects -- and for each, identify the name and address of owner, location of project, nature of contract (prime, sub, etc.), contract amount, kind of work, and nature of project. **You may refer to projects previously identified.**

Use additional pages if necessary.

21. List any projects awarded but which your Company failed to complete or on which your Company was declared to be in default -- identify dates, name and address of owner, name and location of project and kind of work, and the reasons the project was not completed.

Use additional pages if necessary.

22. List any projects for which your Company received change orders, settlements or awards exceeding 10% of the original value of the contract in the last five (5) years.

_____

_____

II. Financial Integrity

1. Upon Owner's request, your company shall provide a complete copy of its most recent financial statement, with an explanation of whether it is a certified statement or a compilation, and including but not limited to the following items:

   a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, materials and prepaid expenses), net fixed assets and other assets;

   b. Current liabilities (accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owners, accrued salaries, accrued payroll taxes), other liabilities, and capital (capital stock, authorized and outstanding shares, par values, earned surplus);

   c. Date of preparation, name and address of preparer;

   d. Identification and relationship to your Company of the organization whose financial statement is provided, if such organization is not the identical organization provided on page 1; and

   e. A statement as to whether the organization whose statement is provided will serve as your Company's guarantor under any contract for construction under this Project.

   Financial information identified as such and enclosed in a separate sealed envelope will be treated as confidential.

   If your company is an LLC with a corporate parent, or other subsidiary, and if your company intends to rely on the financial resources of the parent or other subsidiary, the Company must submit financial information for that entity as well at the same time.

   The Company agrees to provide the financial statement: ___ Yes ___ No.

   A negative response shall be conclusively treated as nonresponsive and shall disqualify the Bidder.

2. Provide your Company's net working capital (current assets over current liabilities) and date of determination.

   _____

   _____

   Use additional pages if necessary.

3. Provide identification of all existing credit lines, with the name, address, and telephone number of the credit source, the total amounts of the lines, amounts drawn down, and amounts remaining.

   _____

   _____

   _____

   _____

   Use additional pages if necessary.

4. List the names of your Company's secured creditors, and the property subject to their security interests.

_____

_____

_____

_____

_____

Use additional pages if necessary.

5. List the names and addresses of your Company's three largest unsecured creditors.

_____

_____

_____

6. Provide the name, address, and telephone number of your Company's surety for the payment and performance bonds, total bonding capacity, and available bonding capacity.

_____

_____

Use additional pages if necessary.

7. Has your Company, within the last three (3) years, been in a reorganization under Chapter 11 of the United States Bankruptcy Code, or in any other manner seeking an arrangement or debt adjustment with its creditors? If so, explain.

_____

_____

_____

_____

Use additional pages if necessary.

8. Identify any parent, subsidiary, or other company affiliated with your Company which has declared bankruptcy, or been placed into bankruptcy, in the last ten (10) years.

_____

_____

_____

Use additional pages if necessary.

9. Have any of your officers or principal operating personnel been employed or associated with a company that has been in bankruptcy or ceased to operate at any time in the last ten (10) years? If so, state the person's name, title, and the name of the company involved.

_____

_____

_____

_____

_____

Use additional pages if necessary.

10. List the name of the Project, the Owner, the Architect or Engineer, the total contract value, the date of completion, and the percentage of work completed with your own forces of the major construction projects which your Company **currently** has under construction, under contract and awarded. **You may refer to projects previously identified.**

_____

_____

_____

_____

_____

Use additional pages if necessary.

11. List the name of the Project, the Owner, the Architect, the Engineer, the total contract value, the date of completion, and the percentage of work completed with your own forces of the major construction projects which your Company has **completed** in the last two (2) years. **You may refer to projects previously identified.**

_____

_____

_____

_____

_____

_____

_____

12. List all unpaid obligations to local, state, or federal taxing authorities, including but not limited to income, withholding and unemployment taxes.

_____

_____

_____

Use additional pages if necessary.

13. Identify all cancellations, terminations or rescissions of contracts of insurance or suretyship involving your Company within the last five (5) years.

_____

_____

Use additional pages if necessary.

_____
(Name of Bidder)

By: _____

_____
Title

Date: _____

NON-COLLUSION AFFIDAVIT OF BIDDER

STATE / COMMONWEALTH OF _____

COUNTY OF _____

_____, being duly sworn, deposes and says that:

(1) He is_____ of _____,
(owner, partner, officer, representative, or agent) (company)

the Bidder who has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not collusive or sham Bid;

(4) Neither the said Bidder nor any if its officers, partners, owners, agents, representatives, employees or parties of interest, including the affiant, has, in any way, colluded, conspired, connived, or agreed to any of the following:

To work directly or indirectly with any other Bidder, firm or person to submit this Bid.

To collude in any way to submit or to have submitted a sham Bid for the Contract for which this Bid has been submitted.

To collude in any way to prevent another Bidder from bidding for this Contract.

To agree, collude, communicate or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid, or in the Bids of any other Bidder.

To fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder.

To secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the (owner) or any person(s) in the proposed Contract.

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest including this affiant.

_____S/

_____Title

Subscribed and sworn to before me this

_____ day of _____200___.

BY:_____.

TITLE:_____.

Note: This document must be completed, signed, notarized and returned with your bid.

SECTION 004125 – BID FORM, CONTRACT # 103 Electrical

Project Name: City of Scranton Fire Department Facility Improvements

Name of Bidder:	Phone:
Address:	
Email:	Fax:

In compliance with the Instructions to Bidders, the undersigned, hereby proposes to furnish all labor, supplies, materials and equipment to construct the Project, within the times specified, as per the Drawings and Specifications and other Contract Documents for the following amount:

_____
(Written Amount)

_____ Dollars ($ _____)
(Figures)

Indicate BASE BID amount in both words and numerals. The amount indicated in numerals shall govern if a discrepancy exists.

ALLOWANCES:

- Reference Specification Section 01 21 00 "Allowances", for values that apply to each Prime Contract, and are included in the above BASE BID amount.

BID SECURITY:

- Attached hereto is a Bid Bond in the amount of ten percent (10%) of the Base Bid.

UNIT PRICES: None

ALTERNATE:

- Indicate in the spaces provided below the amount to be added to the BASE BID if the Owner accepts an alternate as described in Division 01 Specification Section 012300 "Alternates".
- Include in the amount of the Alternates, all labor, materials, overhead and profit, modification of Work specified in Contract Documents, and additional work required by all trades that may be required for the ALTERNATE. Refer to Division 00 Specification Section "INSTRUCTIONS TO BIDDERS" and Division 01 Specification Section "Alternates".

OPTION ALTERNATES:

- Alternates are hereby designated as Option Alternates in accordance with the Instructions to Bidders by the addition of "O/A" following the Alternate number.

Engine #7 Alternate #007 Replace existing generator

Engine #8 Alternate #006 Replace existing generator

Rescue #1 Alternate #006 Provide a mechanical ductless system (2)

ADD to the BASE BID, the sum of:

Engine #7 Alt. 007

_____ Dollars ($ _____)
(Written Amount) (Figures)

Engine #8 Alt. 006

_____ Dollars ($ _____)

Rescue #1 Alt. 006

_____ Dollars ($ _____)

PREPARATION OF BID:

- All blanks on the bid form shall be legibly executed in a non-erasable medium.
- Reference the Instructions to Bidders for additional requirements.

POST-BID SUBMITTALS:

- The three (3) apparent low bidders for each prime contract shall provide the following information within 72 hours of receipt of bids upon request:
  - Comparable Product / Equivalent Request Form
  - Proposed Subcontractors Form

ADDENDA:

- The receipt of the following Addenda to the Contract Documents is acknowledged:

Addendum No._____, dated_____

Addendum No._____, dated_____

ACCEPTANCE AND EXECUTION OF CONTRACT:

- The undersigned affirms and agrees that this Proposal is a firm one which remains in effect and will be irrevocable for the period of time permitted by the Instructions to Bidders and applicable law. When written notice of acceptance of the Proposal is mailed or delivered to the undersigned within the time period, or anytime thereafter should the Proposal not be withdrawn, the undersigned agrees to execute the Agreement with the Owner and provide the required post-award submittals.

BID PROPOSAL FORM / SIGNATURE PAGE

For Individual Bidder

_____
Name of Bidder (Printed)

_____ _____
Witness (Signature of Individual)

Trading and doing business as*
Business Address

Tax Identification Number

*If fictitious or trade name is employed in conduct of business, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the individual proprietorship under Pennsylvania Law.

BID PROPOSAL FORM / SIGNATURE PAGE

For Partnership Bidder

*
(Name of Partnership)

_____
Name of General Partner (Printed)

By: _____
General Partner

_____
Witness

Business Address

Tax Identification Number

The partners constituting the partnership herein named are:

Partner	Address
Partner	Address
Partner	Address
Partner	Address

[Add additional lines for the names and addresses of additional Partners, if there are more than four Partners in the Partnership, by attaching an additional page or pages to this Bid.]

*If fictitious or trade name is employed by the partnership in conduct of its business, insert name here:

_____

Next, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the partnership under Pennsylvania Law.

BID PROPOSAL FORM / SIGNATURE PAGE

For Corporate Bidder

[Name of Contractor]

_____
(Print Name of Corporation)

Attest: _____ By: _____

Signature of Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or other authorized representative**

Signature of President, Vice President or other authorized representative*

_____
(Print name of representative)

_____
(Print name of representative)

Tax Identification Number _____

* If a representative other than the President or a Vice President of the Corporation signs this Bid on its behalf, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to execute this Bid on behalf of the Corporation.

** If a representative other than the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer attests to the signature of the corporate representative, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to attest to the execution of this Bid on behalf of the Corporation.

(1) Complete the following statement:

The Corporation has been organized and is existing under laws of the State/Commonwealth of _____

(2) If Corporation has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

(3) If Corporation has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

BID PROPOSAL FORM / SIGNATURE PAGE

For Limited Liability Company (LLC) Bidder

_____
(Print Name of Limited Liability Company)

Attest:_____ By: _____
Signature of an authorized representative* Signature of an authorized representative**

Tax Identification Number _____

* The individual attesting verifies and represents that the person whose signature is affixed to this Bid on behalf of the Limited Liability Company (LLC) is duly authorized in accordance with the representations hereafter set forth.
** Check the box which applies to this Bid:
___The Certificate of Organization provides that LLC is to be managed by managers, and this Bid has been executed by a Manager fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.
___The Certificate of Organization does not provide that LLC is to be managed by managers, and this Bid has been executed by a Member fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.
___This Bid has been executed by a representative of the LLC who is not a Manager or a Member of the LLC, and instead who holds the office of _____ (insert title), and the execution of this Bid is fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.
The Bidder and the individuals signing and attesting to the execution of this document further represent that (1) execution of the Bid is carrying on business in the usual way; (2) the LLC authorizes the execution of this Bid even if execution and submission of this Bid is not carrying on business in the usual way for the LLC; and (3) to the best of the individuals' information and belief, the Owner has no knowledge of the Member's or the Manager's lack of actual authority, or of any applicable and relevant restriction on his or her authority.

Complete the following statement: The LLC has been organized and is existing under laws of the State/Commonwealth of _____.

If the LLC has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement: The LLC (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

If the LLC has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as

appropriate, the following statement: The LLC (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

SECTION 004122 – BID FORM, CONTRACT # 100 General Trades

Project Name: City of Scranton Fire Department Facility Improvements

Name of Bidder:	Phone:
Address:	
Email:	Fax:

In compliance with the Instructions to Bidders, the undersigned, hereby proposes to furnish all labor, supplies, materials and equipment to construct the Project, within the times specified, as per the Drawings and Specifications and other Contract Documents for the following amount:

_____
(Written Amount)

_____ Dollars ($ _____)
(Figures)

Indicate BASE BID amount in both words and numerals. The amount indicated in numerals shall govern if a discrepancy exists.

ALLOWANCES:

- Reference Specification Section 01 21 00 "Allowances", for values that apply to each Prime Contract, and are included in the above BASE BID amount.

BID SECURITY:

- Attached hereto is a Bid Bond in the amount of ten percent (10%) of the Base Bid.

UNIT PRICES: None

ALTERNATE:

- Indicate in the spaces provided below the amount to be added to the BASE BID if the Owner accepts an alternate as described in Division 01 Specification Section 012300 "Alternates".
- Include in the amount of the Alternates, all labor, materials, overhead and profit, modification of Work specified in Contract Documents, and additional work required by all trades that may be required for the ALTERNATE. Refer to Division 00 Specification Section "INSTRUCTIONS TO BIDDERS" and Division 01 Specification Section "Alternates".

OPTION ALTERNATES:

- Alternates are hereby designated as Option Alternates in accordance with the Instructions to Bidders by the addition of "O/A" following the Alternate number.

Engine #2 Alt. #001 - Remove and replace all floor finishes

Engine #2 Alt. #002 - Remove and replace kitchen cabinetry

Engine #2 Alt. #003 - Remove existing asphalt drive and replace with concrete

Engine #2 Alt. #004 - Paint all existing interior walls (Floor to Ceiling)

Engine #7 Alt. #001 - Remove and replace all floor finishes

Engine #7 Alt. #002 - Remove and replace ceiling tiles

Engine #7 Alt. #003 - Remove existing concrete drive

Engine #7 Alt. #004 - Remove and replace kitchen cabinetry

Engine #7 Alt. #005 - Paint all existing interior walls (Floor to Ceiling)

Engine #7 Alt. #006 - Provide new asphalt pave

Engine #8 Alt. #001 - Remove and replace all floor finishes

Engine #8 Alt. #002 - Remove and replace ceiling tiles

Engine #8 Alt. #003 - Remove existing concrete drive

Engine #8 Alt. #004 - Remove and replace kitchen cabinetry

Engine #8 Alt. #005 - Paint all existing interior walls (Floor to Ceiling)

Engine #10 Alt. #001 - Remove and replace asphalt pave

Engine #10 Alt. #002 - Repair / Seal existing asphalt pave
Engine #10 Alt. #003 - Sand / Prep / Paint existing columns
Engine #10 Alt. #004 - Remove and replace window panels
Engine #10 Alt. #005 - Remove and replace windows
Engine #10 Alt. #006 - Remove and replace all floor finishes
Engine #10 Alt. #007 - Remove and replace ceiling tiles
Engine #10 Alt. #008 - Remove and replace kitchen cabinetry
Engine #10 Alt. #009 - Paint all existing interior walls (Floor to Ceiling)
Engine #10 Alt. #010 - Sand blast / repaint roof deck
Engine #10 Alt. #011 - Remove existing asphalt drive and replace with concrete

Headquarters Alt. #001 - Remove and replace all floor finishes
Headquarters Alt. #002 - Remove and replace ceiling tiles
Headquarters Alt. #003 - Remove and replace kitchen cabinetry
Headquarters Alt. #004 - Paint all existing interior walls (Floor to Ceiling)

Rescue #1 Alt. #001 - Remove and replace concrete drive
Rescue #1 Alt. #002 - Remove and replace all floor finishes
Rescue #1 Alt. #003 - Remove and replace ceiling tiles
Rescue #1 Alt. #004 - Remove and replace kitchen cabinetry
Rescue #1 Alt. #005 - Paint all existing interior walls (Floor to Ceiling)
Rescue #1 Alt. #007 - Remove and replace asphalt pave

Truck #4 Alt. #001 - Remove existing asphalt drive and replace with concrete
Truck #4 Alt. #002 - Remove and replace asphalt pave
Truck #4 Alt. #003 - Remove and replace all floor finishes
Truck #4 Alt. #004 - Remove and replace ceiling tiles
Truck #4 Alt. #005 - Provide new epoxy floor paint
Truck #4 Alt. #006 - Paint all existing interior walls (Floor to Ceiling)

ADD to the BASE BID, the sum of:

Engine #2 Alt. #001

_____ Dollars ($ _____)
(Written Amount) (Figures)

Engine #2 Alt. 002

_____ Dollars ($ _____)
(Written Amount) (Figures)

Engine #2 Alt. #003

_____ Dollars ($ _____)
(Written Amount) (Figures)

Engine #2 Alt. #004

_____ Dollars ($ _____)
(Written Amount) (Figures)

Engine #7 Alt. #001

_____ Dollars ($ _____)
(Written Amount) (Figures)

Engine #7 Alt. #002

_____ Dollars ($ _____)
(Written Amount) (Figures)

SECTION 004122 – BID FORM, CONTRACT # 100 General Trades

Engine #7 Alt. #003

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #7 Alt. #004

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #7 Alt. #005

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #7 Alt. #006

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #8 Alt. #001

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #8 Alt. #002

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #8 Alt. #003

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #8 Alt. #004

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #8 Alt. #005

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #10 Alt. #001

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #10 Alt. #002

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #10 Alt. #003

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #10 Alt. #004

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #10 Alt. #005

_____ Dollars ($_____)
(Written Amount) (Figures)

SECTION 004122 – BID FORM, CONTRACT # 100 General Trades

Engine #10 Alt. #006

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #10 Alt. #007

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #10 Alt. #008

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #10 Alt. #009

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #10 Alt. #010

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #10 Alt. #011

_____ Dollars ($_____)
(Written Amount) (Figures)

Headquarters Alt. #001

_____ Dollars ($_____)
(Written Amount) (Figures)

Headquarters Alt. #002

_____ Dollars ($ _____)
(Written Amount) (Figures)

Headquarters Alt. #003

_____ Dollars ($ _____)
(Written Amount) (Figures)

Headquarters Alt. #004

_____ Dollars ($ _____)
(Written Amount) (Figures)

Rescue #1 Alt. #001

_____ Dollars ($ _____)
(Written Amount) (Figures)

Rescue #1 Alt. #002

_____ Dollars ($ _____)
(Written Amount) (Figures)

Rescue #1 Alt. #003

_____ Dollars ($ _____)
(Written Amount) (Figures)

SECTION 004122 – BID FORM, CONTRACT # 100 General Trades

Rescue #1 Alt. #004

_____ Dollars ($ _____)
(Written Amount) (Figures)

Rescue #1 Alt. #005

_____ Dollars ($ _____)

Rescue #1 Alt. #007

_____ Dollars ($ _____)

Truck #4 Alt. #001

_____ Dollars ($ _____)
(Written Amount) (Figures)

Truck #4 Alt. #002

_____ Dollars ($ _____)
(Written Amount) (Figures)

Truck #4 Alt. #003

_____ Dollars ($ _____)
(Written Amount) (Figures)

Truck #4 Alt. #004

_____ Dollars ($ _____)
(Written Amount) (Figures)

Truck #4 Alt. #005

_____ Dollars ($_____)
(Written Amount) (Figures)

Truck #4 Alt. #006

_____ Dollars ($_____)
(Written Amount) (Figures)

PREPARATION OF BID:

- All blanks on the bid form shall be legibly executed in a non-erasable medium.
- Reference the Instructions to Bidders for additional requirements.

POST-BID SUBMITTALS:

- The three (3) apparent low bidders for each prime contract shall provide the following information within 72 hours of receipt of bids upon request:
  - Comparable Product / Equivalent Request Form
  - Proposed Subcontractors Form

SECTION 004122 – BID FORM, CONTRACT # 100 General Trades

ADDENDA:

- The receipt of the following Addenda to the Contract Documents is acknowledged:

Addendum No._____, dated_____

Addendum No._____, dated_____

ACCEPTANCE AND EXECUTION OF CONTRACT:

- The undersigned affirms and agrees that this Proposal is a firm one which remains in effect and will be irrevocable for the period of time permitted by the Instructions to Bidders and applicable law. When written notice of acceptance of the Proposal is mailed or delivered to the undersigned within the time period, or anytime thereafter should the Proposal not be withdrawn, the undersigned agrees to execute the Agreement with the Owner and provide the required post-award submittals.

BID PROPOSAL FORM / SIGNATURE PAGE

For Individual Bidder

_____
Name of Bidder (Printed)

_____ _____
Witness (Signature of Individual)

Trading and doing business as*
Business Address

Tax Identification Number

*If fictitious or trade name is employed in conduct of business, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the individual proprietorship under Pennsylvania Law.

BID PROPOSAL FORM / SIGNATURE PAGE

For Partnership Bidder

*
(Name of Partnership)

_____
Name of General Partner (Printed)

By: _____
General Partner

_____
Witness

Business Address

Tax Identification Number

The partners constituting the partnership herein named are:

Partner	Address
Partner	Address
Partner	Address
Partner	Address

[Add additional lines for the names and addresses of additional Partners, if there are more than four Partners in the Partnership, by attaching an additional page or pages to this Bid.]

*If fictitious or trade name is employed by the partnership in conduct of its business, insert name here:

_____

Next, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the partnership under Pennsylvania Law.

BID PROPOSAL FORM / SIGNATURE PAGE

For Corporate Bidder

[Name of Contractor]

_____
(Print Name of Corporation)

Attest: _____ By: _____

Signature of Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or other authorized representative**

Signature of President, Vice President or other authorized representative*

_____
(Print name of representative)

_____
(Print name of representative)

Tax Identification Number _____

* If a representative other than the President or a Vice President of the Corporation signs this Bid on its behalf, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to execute this Bid on behalf of the Corporation.

** If a representative other than the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer attests to the signature of the corporate representative, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to attest to the execution of this Bid on behalf of the Corporation.

(1) Complete the following statement:

The Corporation has been organized and is existing under laws of the State/Commonwealth of _____

(2) If Corporation has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

(3) If Corporation has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

BID PROPOSAL FORM / SIGNATURE PAGE

For Limited Liability Company (LLC) Bidder

_____
(Print Name of Limited Liability Company)

Attest:_____ By: _____
Signature of an authorized representative* Signature of an authorized representative**

Tax Identification Number _____

* The individual attesting verifies and represents that the person whose signature is affixed to this Bid on behalf of the Limited Liability Company (LLC) is duly authorized in accordance with the representations hereafter set forth.
** Check the box which applies to this Bid:
___The Certificate of Organization provides that LLC is to be managed by managers, and this Bid has been executed by a Manager fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.
___The Certificate of Organization does not provide that LLC is to be managed by managers, and this Bid has been executed by a Member fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.
___This Bid has been executed by a representative of the LLC who is not a Manager or a Member of the LLC, and instead who holds the office of _____ (insert title), and the execution of this Bid is fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.
The Bidder and the individuals signing and attesting to the execution of this document further represent that (1) execution of the Bid is carrying on business in the usual way; (2) the LLC authorizes the execution of this Bid even if execution and submission of this Bid is not carrying on business in the usual way for the LLC; and (3) to the best of the individuals' information and belief, the Owner has no knowledge of the Member's or the Manager's lack of actual authority, or of any applicable and relevant restriction on his or her authority.

Complete the following statement: The LLC has been organized and is existing under laws of the State/Commonwealth of _____.

If the LLC has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement: The LLC (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

If the LLC has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as

appropriate, the following statement: The LLC (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

SECTION 004123 – BID FORM, CONTRACT # 101 Plumbing

Project Name: City of Scranton Fire Department Facility Improvements

Name of Bidder: _____ Phone: _____

Address: _____

Email: _____ Fax: _____

In compliance with the Instructions to Bidders, the undersigned, hereby proposes to furnish all labor, supplies, materials and equipment to construct the Project, within the times specified, as per the Drawings and Specifications and other Contract Documents for the following amount:

_____
(Written Amount)

_____ Dollars ($ _____)
(Figures)

Indicate BASE BID amount in both words and numerals. The amount indicated in numerals shall govern if a discrepancy exists.

ALLOWANCES:

- Reference Specification Section 01 21 00 "Allowances", for values that apply to each Prime Contract, and are included in the above BASE BID amount.

BID SECURITY:

- Attached hereto is a Bid Bond in the amount of ten percent (10%) of the Base Bid.

UNIT PRICES: None

ALTERNATE:

- Indicate in the spaces provided below the amount to be added to the BASE BID if the Owner accepts an alternate as described in Division 01 Specification Section 012300 "Alternates".
- Include in the amount of the Alternates, all labor, materials, overhead and profit, modification of Work specified in Contract Documents, and additional work required by all trades that may be required for the ALTERNATE. Refer to Division 00 Specification Section "INSTRUCTIONS TO BIDDERS" and Division 01 Specification Section "Alternates".

OPTION ALTERNATES:

- Alternates are hereby designated as Option Alternates in accordance with the Instructions to Bidders by the addition of "O/A" following the Alternate number.

Engine #2 Alt. #002 - Furnish and install new sink in Kitchen

Engine #7 Alt. #004 - Furnish and install new sink in Kitchen

Engine #8 Alt. #004 - Furnish and install new sink in Kitchen

Engine #10 Alt. #008 - Furnish and install new sink in Kitchen

Headquarters Alt. #003 - Furnish and install new sink in Kitchen

Rescue #1 Alt. #004 - Furnish and install new sink in Kitchen

ADD to the BASE BID, the sum of:

Engine #2 Alt. #002

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #7 Alt. 004

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #8 Alt. #004

_____ Dollars ($_____)
(Written Amount) (Figures)

Engine #10 Alt. #008

_____ Dollars ($_____)
(Written Amount) (Figures)

Headquarters Alt. #003

_____ Dollars ($_____)
(Written Amount) (Figures)

Rescue #1 Alt. #004

_____ Dollars ($_____)
(Written Amount) (Figures)

PREPARATION OF BID:

- All blanks on the bid form shall be legibly executed in a non-erasable medium.
- Reference the Instructions to Bidders for additional requirements.

POST-BID SUBMITTALS:

- The three (3) apparent low bidders for each prime contract shall provide the following information within 72 hours of receipt of bids upon request:
  - Comparable Product / Equivalent Request Form
  - Proposed Subcontractors Form

ADDENDA:

- The receipt of the following Addenda to the Contract Documents is acknowledged:

Addendum No._____, dated_____

Addendum No._____, dated_____

ACCEPTANCE AND EXECUTION OF CONTRACT:

- The undersigned affirms and agrees that this Proposal is a firm one which remains in effect and will be irrevocable for the period of time permitted by the Instructions to Bidders and applicable law. When written notice of acceptance of the Proposal is mailed or delivered to the undersigned within the time period, or anytime thereafter should the Proposal not be withdrawn, the undersigned agrees to execute the Agreement with the Owner and provide the required post-award submittals.

BID PROPOSAL FORM / SIGNATURE PAGE

For Individual Bidder

_____
Name of Bidder (Printed)

_____ _____
Witness (Signature of Individual)

Trading and doing business as*
Business Address

Tax Identification Number

*If fictitious or trade name is employed in conduct of business, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the individual proprietorship under Pennsylvania Law.

BID PROPOSAL FORM / SIGNATURE PAGE

For Partnership Bidder

*
(Name of Partnership)

_____
Name of General Partner (Printed)

By: _____
General Partner

_____
Witness

Business Address

Tax Identification Number

The partners constituting the partnership herein named are:

Partner	Address
Partner	Address
Partner	Address
Partner	Address

[Add additional lines for the names and addresses of additional Partners, if there are more than four Partners in the Partnership, by attaching an additional page or pages to this Bid.]

*If fictitious or trade name is employed by the partnership in conduct of its business, insert name here:

_____

Next, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the partnership under Pennsylvania Law.

BID PROPOSAL FORM / SIGNATURE PAGE

For Corporate Bidder

[Name of Contractor]

_____

(Print Name of Corporation)

Attest: _____

Signature of Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or other authorized representative**

_____

(Print name of representative)

By: _____

Signature of President, Vice President or other authorized representative*

_____

(Print name of representative)

Tax Identification Number _____

* If a representative other than the President or a Vice President of the Corporation signs this Bid on its behalf, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to execute this Bid on behalf of the Corporation.

** If a representative other than the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer attests to the signature of the corporate representative, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to attest to the execution of this Bid on behalf of the Corporation.

(1) Complete the following statement:

The Corporation has been organized and is existing under laws of the State/Commonwealth of _____

(2) If Corporation has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

(3) If Corporation has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

BID PROPOSAL FORM / SIGNATURE PAGE

For Limited Liability Company (LLC) Bidder

_____
(Print Name of Limited Liability Company)

Attest:_____ By: _____
Signature of an authorized representative* Signature of an authorized representative**

Tax Identification Number _____

* The individual attesting verifies and represents that the person whose signature is affixed to this Bid on behalf of the Limited Liability Company (LLC) is duly authorized in accordance with the representations hereafter set forth.

** Check the box which applies to this Bid:

___The Certificate of Organization provides that LLC is to be managed by managers, and this Bid has been executed by a Manager fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

___The Certificate of Organization does not provide that LLC is to be managed by managers, and this Bid has been executed by a Member fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

___This Bid has been executed by a representative of the LLC who is not a Manager or a Member of the LLC, and instead who holds the office of _____ (insert title), and the execution of this Bid is fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

The Bidder and the individuals signing and attesting to the execution of this document further represent that (1) execution of the Bid is carrying on business in the usual way; (2) the LLC authorizes the execution of this Bid even if execution and submission of this Bid is not carrying on business in the usual way for the LLC; and (3) to the best of the individuals' information and belief, the Owner has no knowledge of the Member's or the Manager's lack of actual authority, or of any applicable and relevant restriction on his or her authority.

Complete the following statement: The LLC has been organized and is existing under laws of the State/Commonwealth of _____.

If the LLC has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement: The LLC (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

If the LLC has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as

appropriate, the following statement: The LLC (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

SECTION 004124 – BID FORM, CONTRACT # 102 HVAC

Project Name: City of Scranton Fire Department Facility Improvements

Name of Bidder:	Phone:
Address:	
Email:	Fax:

In compliance with the Instructions to Bidders, the undersigned, hereby proposes to furnish all labor, supplies, materials and equipment to construct the Project, within the times specified, as per the Drawings and Specifications and other Contract Documents for the following amount:

_____
(Written Amount)

_____ Dollars ($ _____)
(Figures)

Indicate BASE BID amount in both words and numerals. The amount indicated in numerals shall govern if a discrepancy exists.

ALLOWANCES:

- Reference Specification Section 01 21 00 "Allowances", for values that apply to each Prime Contract, and are included in the above BASE BID amount.

BID SECURITY:

- Attached hereto is a Bid Bond in the amount of ten percent (10%) of the Base Bid.

UNIT PRICES: None

ALTERNATE:

- Indicate in the spaces provided below the amount to be added to the BASE BID if the Owner accepts an alternate as described in Division 01 Specification Section 012300 "Alternates".
- Include in the amount of the Alternates, all labor, materials, overhead and profit, modification of Work specified in Contract Documents, and additional work required by all trades that may be required for the ALTERNATE. Refer to Division 00 Specification Section "INSTRUCTIONS TO BIDDERS" and Division 01 Specification Section "Alternates".

OPTION ALTERNATES:

- Alternates are hereby designated as Option Alternates in accordance with the Instructions to Bidders by the addition of "O/A" following the Alternate number.

Rescue #1 Alternate #006 Provide a mechanical ductless system (2)

ADD to the BASE BID, the sum of:

Rescue #1 Alt. 006

_____ Dollars ($ _____)
(Written Amount) (Figures)

PREPARATION OF BID:

- All blanks on the bid form shall be legibly executed in a non-erasable medium.
- Reference the Instructions to Bidders for additional requirements.

POST-BID SUBMITTALS:

- The three (3) apparent low bidders for each prime contract shall provide the following information within 72 hours of receipt of bids upon request:
  - Comparable Product / Equivalent Request Form
  - Proposed Subcontractors Form

SECTION 004124 – BID FORM, CONTRACT # 102 HVAC

ADDENDA:

- The receipt of the following Addenda to the Contract Documents is acknowledged:

Addendum No._____, dated_____

Addendum No._____, dated_____

ACCEPTANCE AND EXECUTION OF CONTRACT:

- The undersigned affirms and agrees that this Proposal is a firm one which remains in effect and will be irrevocable for the period of time permitted by the Instructions to Bidders and applicable law. When written notice of acceptance of the Proposal is mailed or delivered to the undersigned within the time period, or anytime thereafter should the Proposal not be withdrawn, the undersigned agrees to execute the Agreement with the Owner and provide the required post-award submittals.

BID PROPOSAL FORM / SIGNATURE PAGE

For Individual Bidder

_____
Name of Bidder (Printed)

_____ _____
Witness (Signature of Individual)

Trading and doing business as*
Business Address

Tax Identification Number

*If fictitious or trade name is employed in conduct of business, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the individual proprietorship under Pennsylvania Law.

BID PROPOSAL FORM / SIGNATURE PAGE

For Partnership Bidder

*
(Name of Partnership)

_____
Name of General Partner (Printed)

By: _____
General Partner

_____
Witness

Business Address

Tax Identification Number

The partners constituting the partnership herein named are:

Partner	Address
Partner	Address
Partner	Address
Partner	Address

[Add additional lines for the names and addresses of additional Partners, if there are more than four Partners in the Partnership, by attaching an additional page or pages to this Bid.]

*If fictitious or trade name is employed by the partnership in conduct of its business, insert name here:

_____

Next, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the partnership under Pennsylvania Law.

BID PROPOSAL FORM / SIGNATURE PAGE

For Corporate Bidder

[Name of Contractor]

_____
(Print Name of Corporation)

Attest: _____ By: _____

Signature of Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or other authorized representative**

Signature of President, Vice President or other authorized representative*

_____
(Print name of representative)

_____
(Print name of representative)

Tax Identification Number _____

* If a representative other than the President or a Vice President of the Corporation signs this Bid on its behalf, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to execute this Bid on behalf of the Corporation.

** If a representative other than the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer attests to the signature of the corporate representative, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to attest to the execution of this Bid on behalf of the Corporation.

(1) Complete the following statement:

The Corporation has been organized and is existing under laws of the State/Commonwealth of _____

(2) If Corporation has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

(3) If Corporation has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

BID PROPOSAL FORM / SIGNATURE PAGE

For Limited Liability Company (LLC) Bidder

_____
(Print Name of Limited Liability Company)

Attest:_____ By: _____
Signature of an authorized representative* Signature of an authorized representative**

Tax Identification Number _____

* The individual attesting verifies and represents that the person whose signature is affixed to this Bid on behalf of the Limited Liability Company (LLC) is duly authorized in accordance with the representations hereafter set forth.

** Check the box which applies to this Bid:

___The Certificate of Organization provides that LLC is to be managed by managers, and this Bid has been executed by a Manager fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

___The Certificate of Organization does not provide that LLC is to be managed by managers, and this Bid has been executed by a Member fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

___This Bid has been executed by a representative of the LLC who is not a Manager or a Member of the LLC, and instead who holds the office of _____ (insert title), and the execution of this Bid is fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

The Bidder and the individuals signing and attesting to the execution of this document further represent that (1) execution of the Bid is carrying on business in the usual way; (2) the LLC authorizes the execution of this Bid even if execution and submission of this Bid is not carrying on business in the usual way for the LLC; and (3) to the best of the individuals' information and belief, the Owner has no knowledge of the Member's or the Manager's lack of actual authority, or of any applicable and relevant restriction on his or her authority.

Complete the following statement: The LLC has been organized and is existing under laws of the State/Commonwealth of _____.

If the LLC has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement: The LLC (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

If the LLC has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as

appropriate, the following statement: The LLC (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

SECTION 010150 – PROJECT SCHEDULE

1.1 SUMMARY

A. This section includes administrative and procedural requirements for creating and maintaining project schedules required for the proper performance of the Work. This section includes:
   1. Construction Schedules
   2. Prime Contractor Schedule Development
   3. Work Sequence
   4. Milestone Schedule
   5. Phasing Plan
   6. Contractor's use of premises.
   7. Owner occupancy.

1.2 CONSTRUCTION SCHEDULES

A. The General Contractor will be responsible to administer and control the project schedule.

B. Project Schedule shall be generated and maintained in Critical Path bar chart format.

C. Construction Schedule to:

   1. Assure adequate Contractor planning, procurement, and execution of the Work of all trades so that the Work will be completed within the time allotted by the Contract. The Owners Agent shall prepare and maintain a construction schedule from input provided by contractors, based on a network analysis system using the Critical Path Method (CPM).

   2. Anticipate adequate time for all construction and construction related activities. These activities include but are not limited to the following permit approvals, shop drawing submittals, coordination drawing preparation, weather, shipping times, code inspections, utility work, utility connections, punch listing and correction of the Work, Architect, Mechanical, Electrical and Code Official review of the Work, and an expeditious closeout. Work activities of all Prime Contractors and all subcontractors by trade shall be represented on the schedule. The Contractor shall insure staffing, hours worked and materials are furnished in adequate quantities and at appropriate intervals to insure timely completion of the Work.

   3. Obtain input from all other Prime Contractors and subcontractors regarding their portion of the Work, obtain manning requirements, work durations, materials and equipment delivery lead times, delivery time and installation times.

D. Intent: The intent of the construction schedule requirement for this Work is:

   1. To provide for a logical sequencing of the Work with adequate time allotted for all trades to complete their portion of the Work, so that the entire Project is completed within the time allotted by the Contract.

2. To provide a logical sequence for ordering and procuring materials for incorporation into the Work, so that the entire Project is completed within the time allotted by the Contract.

3. To prevent interruptions in the flow of the Work.

E. Schedule Format:

1. Tabular Activity Listing: Listing shall be in chronological order according to the early start date for each activity.

2. CPM Bar Chart with a scale and spacing to allow for notations and revisions.
   a. The activities shown on schedule are to include:
      1) Activity identification number.
      2) Description of the Work.
      3) Duration in workdays.

1.3 Not Used

1.4 PRIME CONTRACTOR SCHEDULE DEVELOPMENT

1. **Within 10 days of contract award notification, each prime contractor will be required to submit to the General Trades Contractor, a detailed construction schedule, broken out by each Scranton Fire Station Facility building area, which covers the work for the Contractor's appropriate disciplines based on the milestone schedule dates found within this specification section. Each Contractors schedules will then be reviewed by the General Trades Contractor (GTC) and implemented into a master project construction for each Contractor's use throughout the course of the work. Although the master schedule is maintained and updated by the General trades contractor, it is still the responsibility of each Prime Contractor to monitor his schedule, and request an update to the master project schedule, if required.**

2. Assemble all necessary information and dates concerning the contractor's activities and those of his Subcontractors and Suppliers, and submit such information in a format required by applicable portions of this section. Each Contractor shall submit the following schedule information to the GTC as a minimum:
   a. A list of all activities contained in the Contractor's Scope of Work. This list shall include activity descriptions and durations for all activities in work days (as opposed to calendar day) for shop drawings, fabrication, delivery and installation of products, materials, and equipment. The activities on the schedule must be at a level of detail approved by the Owners Agent and agree with the terminology and building sequencing established by the Owners Agent.
   b. Identification of precedent relationships between the Contractor's activities and those of other Contractors based on a thorough review of the Contract Drawings and details showing interface between Contracts.
   c. Graphic diagrams indicating the proposed direction of work whenever applicable or if requested by the Owners Agent.
   d. Assumed crew size, equipment, production rates, and similar data used to arrive at adequate durations and sequences.

e. Shortly after receipt of this information, the GTC shall convene the Schedule Compilation Meetings referenced in hereafter.

2. In collaboration with the Prime Contractors associated with the Work, the GTC will compile all Contractor information and develop a project master construction schedule, which integrates activities of Architect, Contractors, Sub contractors, and Suppliers and meets the time requirements. The sequence of all work activities shall be determined by the GTC and reviewed by all Contractors. This schedule will become the project plan for construction.

3. Contractors' schedule activities may be re-sequenced and the schedule adjusted provided all Work is completed within the stated milestone dates and if the GTC and affected Contractors are notified of the change within 5 calendar days of receipt of the schedule; otherwise, the project master construction schedule shall be deemed accepted by all parties and becomes a contractual requirement for each Contractor. A Project Master Schedule acceptable to all contractors must be completed prior to processing of Progress Payment No. 2 to any contractor. All contractors must dedicate personnel necessary to provide information, attend meetings, and cooperate as necessary to that end. Award status of purchase orders, subcontracts, etc. will not be an acceptable reason for delay of schedule information.

4. The project construction schedule will be provided by the GTC, consistent with the guideline schedule and utilizing the Contractors' input as possible.
   a. Contractor shall provide the GTC with information and data to prepare a working day construction schedule and sequence of events for each work activity included in his bid category within five days after the Preconstruction Meeting. The Contractor shall cooperate with the Owners Agent in establishing a final overall project schedule, which meets the specified completion date.
   b. Failure of any Contractor to maintain his portion of the schedule will be grounds for the Owner to withhold all or part of any payments, which may become due the Contractor until such work is completed.
   c. The contractor is responsible to expedite all approvals and deliveries of material so as not to delay job progress.
   d. The Contractor shall begin all phases of his work as quickly as physically possible, but not to impede or jeopardize the work of other Contractors.
   e. Phases of the work may be started prior to the scheduled start dates if coordinated with other Contractors, and, if approved through the Owners Agent.
   f. The Contractor shall cooperate fully with the GTC in the coordination of the work with all other Contractors and the convenience of the Owner as indicated in The Specifications.

5. Each Contractor's work shall be executed at such a rate as to ensure meeting the specified milestone and dates for Substantial Completion. By execution of the Contract, a Contractor represents he has analyzed the Work, the materials and methods involved, the systems of the building, availability of qualified mechanics and unskilled labor, restrictions of the site, constraints imposed, his own work load and capacity to perform the Work and agrees that the specified dates are reasonable considering the existing conditions prevailing in the locality of the Work, including weather conditions, and other factors with reasonable allowance for variations from average or ideal conditions.

6. The GTC will utilize the project master construction schedule to plan, coordinate, and manage all construction activities of Contractors, Subcontractors, and Suppliers. All Contractors are to complete all Work in accordance with this schedule.

7. The GTC will hold periodic progress meetings at the job site (TBD). Field supervisors from each Contractor working on the site are to attend all such meetings. Each Contractor is to provide services of responsible personnel to provide necessary scheduling and manpower information. Each Contractor shall be responsible to be familiar with the schedule, how it will affect or modify his operations including his coordination with the activities of other Contractors. Each Contractor shall prepare a short interval schedule generally covering a 2 week period to coordinate with the activities of other Contractors. Each Contractor shall prepare a short interval schedule generally covering a 2 week period to coordinate the detailed activities of subcontractors and suppliers. The short interval schedules shall be prepared in bar chart form and be submitted 24 hours prior to the job progress meetings, or as required by the GTC. The GTC will update the project master construction schedule, display the current schedule at the job site and prepare progress reports accordingly.

8. Whenever it becomes apparent that any activities completion date may not be met, the responsible Contractor(s) are to take some or all of the following actions at no additional cost to the Owner.
   a. Increase construction manpower to put the project back on schedule.
   b. Increase number of working hours per shift, shifts per working day, working days per week, amount of construction equipment, or any combination, which will place the project back on schedule.

9. **If the Contractor fails to take any of the above actions, Owner may take action to attempt to put the project back on schedule and deduct cost of such actions from monies due or to become due the Contractor in accordance with the requirements of the project General Conditions AIA A201.**

10. The GTC will manage the project so that every effort is made to see that **each Prime Contractor completes the work within the completion timeframes that the prime contractor has provided, which make up the compiled master project schedule.** Time extensions may be granted to various Contractors when delays that affect final completion date have been caused by inability of another Contractor to meet his time commitments; however, neither the Owner, Architect, or the Owner will assume responsibility to any Contractor for compensation damages, or other costs due to delays.

1.5 Not used

1.6 Not used

1.7 WORK SEQUENCE

A. Project Start:

1. Commence construction activity at the site as soon after contract award as required to comply with specified Construction Schedule, unless otherwise specified in Construction Schedule below:

2. Schedule material deliveries to correspond with starting dates so that materials are on site on required start date.

3. Color Selection: Within 20 days after contract award, submit complete list of proposed manufacturers and complete product designations (i.e., model, grade, series, product line, etc.) for each item requiring color selection by Architect.

B. Coordination:

1. Schedule all construction activities at Site with Architect, Owner, and other prime contractors through the GTC to avoid, to maximum extent, interference with Owner's operations and to meet specified completion dates. It is responsibility of all Prime Contractors to meet Completion Schedule within Owner's Educational Schedule.

2. Coordinate construction activities through the GTC with Fire Departments calendar issued by owner to prime contractor to avoid interference with Owner's process and operations within each building.

   a. Review contract documents requirements in relationship to requirements for other prime contractors and owner's schedule.

3. Coordinate, through the GTC, all interruptions of building services or shut-down of building systems with Architect and Owner, and obtain, through the GTC written approval of proposed schedule for interruptions or shut-down from Architect and Owner.

   a. If, in Owner's opinion, any such interruption or shut-down will affect life safety of building occupants, schedule interruption or shut-down at time acceptable to owner, at time when classes are not in session, or after normal working hours. Coordinate all such changes through the GTC.
   b. Extra payment for over-time outside normal working hours required by any such interruption or shut-down will not be made by Owner. Prime contractor requiring overtime shall do so at his own cost, and shall be responsible for extra costs incurred by other Prime Contractors as a result.
   c. Insure all equipment, fittings, pipe and similar items required are on hand before interrupting or shutting-down existing systems.
   d. Notify all inspectors and representatives of utility companies, village officials, GTC, Architect, Owner and similar parties by letter in advance of required change-over's, tie-ins, removals, and other similar operations.

C. Construction Schedules: Comply with phasing.

1.8 MILESTONE SCHEDULE

A. See Section 011200 for working times and exiting restrictions.

B. Not Used

C. A project schedule has been established to conform to the Owner's requirements.

D. Not Used

E. It is the responsibility of the Contractors to plan and coordinate their work so as to comply with the project schedule.

F. The Contractors hereby agree to carry out the work, in full cooperation with the Owner, Architect, and Agencies of Jurisdiction.

G. At no extra charge to the Owner, each Contractor shall employ the number of workers, supervisory personnel and shall work the number of legal shifts each day (including weekends, if necessary) in order for the contractors to complete the work in accordance with the project schedule and attain substantial completion within the time period indicated in the project schedule.

H. The specific dates in the project schedule may be subject to change; if requested by the Owner or Owner's representative.

I. The total elapsed time will remain as indicated.

J. Each Prime Contractor is to use the below milestone date information, in preparation of his complete schedule for the work of each Contract.

SCHEDULED ITEM	START DATE
Contract Documents Available to Bidders:	4/4/17
Pre-Bid Meeting, & Walk Through of the Buildings:	4/21/17
Sealed Bids Received:	5/22/17
Project Kick-off Meeting, Mobilization, & Contractor Preliminary Schedule Received:	TBD
Submittal Period, & Review:	TBD
Contractor's Mobilization Onsite, and Construction Start:	TBD
Project Completion:	180 Days
Closeout Document's, O&M's and Final As-Built Drawings Receipt:	30 Days

M. Temporary Barriers and General Phasing Notes:

1. The Owner desires the least possible disruption to their daily schedule. Contractors shall coordinate all schedules for construction and material deliveries with the GTC and Architect prior to performing work.
2. All reconstruction work will be conducted in normally occupied areas. Any construction activities requiring building shut down shall be coordinated with the GTC.
3. All existing exits, including rescue windows, shall remain clear and unobstructed at all times the building is occupied during construction. Work shall not impede or

diminish existing exiting. Any revisions to the existing exit patterns shall be coordinated and verified with the Architect prior to commencing work.

4. Specific renovation items such as ceiling, finishes or work related to other trades may not be specifically indicated in the schedules of work.
5. An electrical contractor is to re-support light fixtures in areas where ceilings have been removed. Existing light fixtures to stay operational for school use until lights are replaced.
6. Existing mechanical, electrical and/or plumbing system to remain operational until new system is accepted in a given area.
7. The Contractor shall construct and/or maintain all emergency exit corridors. The Contractor shall provide and maintain temporary lighting in all emergency exits and corridors.
8. The Contractor shall provide and maintain temporary lighting in all construction areas to meet minimum requirements.

1.9 CONTRACTOR'S USE OF PREMISES

A. Access to Building - All Prime Contractors: Schedule all construction activities with Owner through GTC to allow Owner's full use of building areas and systems for normal working days.

1. Owner acknowledges prime contractors will require access to owner occupied areas, rooms and systems, and intends to cooperate in making rooms and systems available for construction

2. Notify GTC in advance of any requirements for access to any existing building outside normal working hours and days.

B. Building Security: Owner will maintain building security at all times for his sole benefit. Each prime contractor retains full responsibility for security and protection of work of his prime contract until final acceptance by owner.

C. Maintenance of Building Circulation and Exits: Maintain circulation corridors, exits and exit stairs unobstructed from equipment and materials, except in areas of construction activity enclosed by temporary partitions.

1.10 OWNER OCCUPANCY

A. Owner intends to maintain full occupancy throughout duration of project, and will make full use of buildings and sites, unless otherwise specified.

END OF SECTION 010150

SECTION 011200 – MULTIPLE CONTRACT SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This section includes:
1. Design/Management Identification.
2. Work covered by Contract Documents.
3. Work Restrictions and Schedule.
4. Contractor use of Premises.
5. Occupancy Requirements.
6. Coordination.
7. Contract Documents.
8. Additional Notes to Contract Documents
9. General Requirements of Contracts
10. Specifications, Formats and Conventions
11. Prime Contractor's Scopes of Work.

B. Related Sections include the following:
1. Section 012100 – Allowances
2. Section 012300 – Alternates
3. Section 013100 – Project Management and Coordination
4. Section 013200 – Construction Progress Documentation
5. Section 013300 – Submittal Procedures

C. Specific requirements of each contract are also indicated in individual Specification Sections and on Drawings.

1.3 DESIGN / MANAGEMENT IDENTIFICATION

A. OWNER
City of Scranton
Office of Business Administration
340 North Washington Ave.
Scrauton, PA 18503

B. ARCHITECT
Highland Associates Architects
Highland Center
102 Highland Avenue

Clarks Summit, PA 18411

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Description
   a. The project involves sitework, roofwork, general trades, mechanical, plumbing and electrical work at 7 facilities throughout the City of Scranton.

- Headquarters – 518 Mulberry Street
- Engine #2 – 510 Gibbons Street
- Engine #7 – 1917 Luzerne Street
- Engine #8 – 205-207 East Market Street
- Truck #4 – 1047 North Main Avenue
- Engine #10 – 1900 East Mountain Road
- Rescue #1 – 940 Wyoming Avenue

B. Contract Documents were prepared for the Project by Highland Associates Architects, 102 Highland Avenue, Clarks Summit, PA 18411.

C. The work will be constructed under multiple Prime Contractor Agreements. One set of contract documents are issued covering the multiple Prime Contracts. Prime Contracts are separate contracts between the Owner and independent contractors representing significant construction activities. Each Prime Contract is performed concurrently and closely coordinated with construction activities performed on the Project under other Prime contracts.

D. Prime Contracts for this Project include:

CONTRACT 100:	GENERAL TRADES
CONTRACT 101:	PLUMBING
CONTRACT 102:	HVAC
CONTRACT 103:	ELECTRICAL

E. Project Manual.

F. List of Drawings: See the first sheet of the drawing set, for the listing of drawings. Each and every drawing is included and integral to each Prime Contract.

G. Definition of Extent of Prime Contract Work: The Contract Documents indicate the extent of each prime contract. Except where the Contract Drawings contain a more specific description, general names and terminology on the Drawing and in the Specification Sections determine which prime contract includes a specific element of the Project.

1.5 WORK RESTRICTIONS AND SCHEDULE

A. All work will be conducted in a sequence (refer to the Milestone Phasing Chart within Specification Section 010150, structured to minimize interference with the activities of the Fire

Ststion's personnel, and structured to permit the facilities to be occupied during construction and renovations at the existing buildings.

B. Each Prime Contractor is responsible for providing adequate manpower as needed throughout the course of the Project to maintain the overall construction schedule and milestone dates.

C. **Work hours for the building shall be between the hours of 7:00 AM and 7:00 PM daily.** All work to be coordinated with and approved by the Fire Department through the General Trades Contractor. Activity and access shall be confined to the designated staging and construction areas. All exits and escape windows shall be maintained at all times. Activity in the staging area shall be conducted in a manner that causes minimal disruption to daily operations. Any work that requires disruption to the building entries, exits, utilities, etc. shall be coordinated with and approved by the Fire Department through the GTC, and will be required to be performed on off hours.

D. All additional costs for overtime or second or third shift work required by any Contractor to ensure work completion in accordance with the project completion dates, will be the responsibility of the Contractor. There will be no additional compensation paid to the Contractors, for working 2nd and/or 3rd shift work, when needed to complete the project per the schedule. The Contractor shall plan all labor, materials (including long lead items), equipment and subcontractors as needed to complete work in accordance with the project completion schedule, including punch list completion.

E. Nonsmoking: Smoking is not pennitted within the buildings.

F. PROJECT SCHEDULE-

1. All work of this Project, is required to be Substantially Complete by no later tban the dates listed in the milestone phasing schedule found within Specification Section 010150.

1.6 CONTRACTOR USE OF PREMISES

A. General: The Contractors shall limit their use of the premises to the Work areas indicated in the Contract documents.

B. Use of the Site: Limit use of the premises to work areas indicated in the Contract documents. Confine operations to areas within Contract limits indicated. Do not disturb portions of the site beyond the areas in which the work is indicated.

1. Occupancy: Allow for Fire Department oecupancy and use of the existing building during construction. The Fire Department Staff will occupy the site and existing building. The Contractors work will be coordinated with the Fire Department through the GTC to facilitate Contractor access to the building. Cooperate fully with the Fire Department during construction operations to minimize conflicts and facilitate Fire Department usage. Perfonn the work so as not to interfere with the Fire Department's operations.
2. Driveways and Entrances: At all times, keep driveways and entrances serving the premises clear and available. The fire station's employees and emergency vehicles. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
3. Before the start of construction, Contractors will be directed to a designated staging and parking areas.

C. Use of the Existing Building: Maintain the existing building in a serviceable and weather tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

1.7 OCCUPANCY REQUIREMENTS

A. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building prior to Substantial Completion, provided such occupancy does not interfere with completion of the work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total work. Cooperate fully with the Fire Department or representatives during construction operations to minimize conflicts and to facilitate Owner usage. Perform the work so as not to interfere with the dailyoperation.

1. Prior to partial Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy, the Owner will operate and maintain mechanical and electrical systems serving occupied portions of the building.
2. Upon occupancy, the Owner will assume responsibility for maintenance and custodial service for occupied portions of the building. **However, the fire department will not clean up behind contractors; responsibility for any debris caused by contractor operations remains with the respective Prime Contractors.**

1.8 COORDINATION

A. Each Contractor shall cooperate with and coordinate with all other Prime Contractors. This coordination is critical to avoid any delays in the overall completion of the schedule, that may result from the inability of the other Contractors or Suppliers to access the building or site to properly install their equipment within the time frame of the Construction Schedule.

1.9 CONTRACT DOCUMENTS

A. Each Prime Contractor is responsible for information provided in the Contract Drawings and specifications noted and attached within. Information may be indicated on one drawing or across several drawings. Consequently, **each and every Prime Contractor is responsible for information on each and every drawing** so listed on the enumeration of drawings on the first sheet of the Drawing set.

B. Comply with all Federal, Pennsylvania, local government, laws, codes, standards, rules and regulations including but not limited to; zoning, planning, fire, health, tax, insurance, safety, OSHA, criminal, building code, plumbing code, HVAC code, electrical code, utility company, traffic, labor, transportation and environmental.

C. It is the Contractors responsibility to carry out the full scope and coordination requirements of the work in his Contract in relation to all other Contracts as if they were "one."

D. Each Contractor is responsible for all work under his Contract, no matter on which drawing or specification that work appears. Information may be indicated on one drawing or across several drawings. Consequently, each and every Prime Contractor is responsible for information on each

and every drawing so listed on the enumeration of drawings on the cover sheet entitled "List of Drawings."

E. Where a specification section is assigned to only one Contract, the Contractor is responsible for the entire work of that section unless that section is modified to indicate that portions of the work are to be completed by others.

F. Where a specification section is assigned to more than one Contract, the Contractor is responsible for only the work of that section as it applies to the Work of his Contract.

1.10 ADDITIONAL NOTES TO CONTRACT DOCUMENTS

A. **The following notes are integral to each Prime Contract:**

1. All bidders are required to thoroughly review all information within the Contract Documents, as well as visit the project sites. Errors and omissions on the part of the bidder will not be cause for additional compensation.
2. All prime contractors should note that Performance Bonds, and Labor/Material Payment Bonds will be required of all awarded contractors for each contract.
3. Review section 012100 for Allowances that are included in each Prime Contractor's Scope of Work.
4. Review Section 012300 for Alternates that are included in each Prime Contractor's Scope of Work.
5. All Contractors are responsible for the layout and survey of their own work, unless otherwise noted elsewhere in the Contract Documents.
6. All Contractors are required to construct the project per the Milestone Schedule. Contractors must make the site and building for use by the Fire Department on or before the dates listed in Section 010150. All Contractors shall cooperate fully with the intentions of the plan. All Prime Contractors are specifically forewarned that any delays caused directly or indirectly by their acts, omissions, and/or failure to perform will result in the fire department, or its agents, completing the Prime Contractor's work by whatever means are needed to complete the work. The Prime Contractor causing the delay will be responsible for any and all costs associated with such issues including, but not limited to, Fire Department, Architectural, , Legal, and Inspections costs, plus costs submitted by Contractors hired to complete the Prime Contractor's work-in specific areas
7. Each Contractor shall provide any temporary shoring, bracing, supports, or protection systems needed to complete the work of their Contract. All Contractors are responsible, individually and collectively, for maintaining safe-working conditions at all times.
8. Dewatering is the responsibility of each contractor requiring it.
9. All Contractors are responsible for the safety of their own workers, Subcontractors and other personnel on site. Each and every Contractor is responsible for maintaining a safe work site, and for maintaining safe work procedures. Protect all facilities, personnel, public, and activity areas.
10. Each Contractor is required to implement and maintain a project specific safety program. Each Contractor shall submit their safety program to the GTC for review, prior to the start of the work of their Contract. The program shall include company safety philosophy, history, action plan, manuals, hazardous communications sheets, OSHA filings, MSDS sheets for all materials to be used on the project, safety meeting minutes and a reporting system for any accidents or injuries.

11. Each Prime Contractor and Subcontractor is responsible for providing adequate manpower as needed throughout the course of the project to maintain the overall construction schedule and milestone dates.
12. Any changes which are submitted for additional work that are either requested by the owner /Architect/Engineer, or are contractor generated; will require detailed backup to be submitted for a proper review to be made. This detailed backup would include the following as example: 1) Labor: # of hrs X # of men X posted rate with benefits = total labor cost 2) Material: # of widgets X $dollars/widget = total material cost 3) Equipment: 1 manlift for # of days X rate/day = total equipment cost 4) Subcontractor quote: Attach subs quote which will also contain the same level of detail and backup stated above 5) Specified overhead/profit percentages = total OH&P 6) Grand total quotation = $_____. Any quote received in a "lump sum" format without a detailed cost breakout will be rejected and returned. Also, a contractor should be cautioned not to proceed with a change until written approval has been received from either the owner, or Architect/Engineer. Should a contractor proceed with a change without approval, he will have done so at his own risk without guarantee of payment.
13. All Prime Contractors are required to clean their own work area at the end of each workday. Each contractor will place the debris in an onsite dumpster. General waste dumpsters will be provided by the General Trades Prime Contractor, for use by all other prime contractors. Failure to comply with cleaning requirements will activate Owner remedies, including back charges to the responsible contractor(s). Advance notification is not required to implement these measures.
14. Each Contractor shall perform final cleaning of the project.
15. All Prime Contractors performing sub grade work shall request utility underground location stakeout well in advance of excavation beginning. A private Underground Utility Locating Contractor is also to be hired by a Prime Contractor who is performing sub grade work, so that locations of the Fire Departments' private underground utilities can be marked. Contractors will be responsible for maintaining all stakeout location marks throughout construction.
16. Backfilling and compaction of excavations required to perform subgrade work shall be the responsibility of the Contractor requiring the excavation. Coordinate backfilling and compaction with the Architect to assure proper scheduling of required testing.
17. The Fire Department has the right of first refusal for any equipment and/or materials being disposed of. The responsible Prime Contractor will be required to move items which are requested to be saved at their own expense, to a location designated by the Fire Department.
18. Control of dust, including hazardous or other nuisance particulates or fumes; must be maintained during all renovations. Each Contractor is to provide negative air-conditions in areas to minimize any exposure to dust and/or contaminants from migrating to other areas of the building. This is in conjunction with installing poly sheeting barriers or other temporary protection measures required.
19. Each Contractor shall be responsible for restoration of selective demolition of surfaces, unless otherwise noted in the Contract Documents. Walls shall be restored to a smooth uniform surface condition after selective demolition of items such as signs, tack strips, clocks, light fixtures, etc.
20. The wearing of hard hats is mandatory for all employees of a contractor, as well as other required personal protective equipment (PPE), in accordance with each Contractor's individual company safety plan. Should an individual be seen not utilizing these OSHA required safety items, that person will be given a first warning. If a second sighting occurs, the employee will be asked to leave the project without exception.

21. Alcohols, drugs, firearms, pornography, are strictly forbidden from the project. Possession or use of such will result in an immediate termination and permanent discharge from the project.
22. Each prime contractor is responsible for firestopping of all penetrations related to his work in accordance with applicable specification sections, Federal, State and Local code requirements.
23. Each prime contractor is responsible for temporary construction where indicated including the initial construction of temporary systems, removal of temporary systems when no longer required, restoration of new or existing construction affected by the temporary system, and final construction to complete the work.
24. Each prime contractor is responsible for providing joint sealants required for the work of his Contract as recommended by the manufacturer.
25. In the event there are questions regarding scope of work, the requirements outlined in Section 011200 Multiple Contract Summary shall supercede scope of work notations on the Contract drawings. It is of further importance to note that the work listed in this Section 011200 may exceed manufacturer's requirements, or may exceed requirement's of the technical specifications.
26. Each Prime Contractor is to survey existing work and conditions and submit to the Architect / owner a written list of damaged areas (e.g.: ceiling tiles) prior to commencing work. Any damaged areas not identified prior to start of work shall be the responsibility of the Contractor/Contractors working in that area. Each Prime Contractor shall return areas disturbed by their work activities to the condition prior to start of Work.
58. Each Prime Contractor must have a decision making representative present at each Progress Meeting. Other periodic meetings may also be scheduled which will be attended by the contractors onsite supervisor.

1.11 GENERAL REQUIREMENTS OF CONTRACTS

A. Extent of Contract: Unless the Agreement contains a more specific description of the work, names and terminology on Drawings and in Specification Sections determine which contract includes a specific element of Project.

1. Unless otherwise indicated, the work described in this Section for each contract shall be complete systems and assemblies, including products, components, accessories, and installation required by the Contract Documents.

2. Local custom and trade-union jurisdictional settlements do not control the scope of the work of each contract. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, affected contractors shall negotiate a reasonable settlement to avoid or minimize interruption and delays.

3. Trenches for the work of each contract shall be provided by each contract for its own work.

4. Cutting and Patching: Provided by each contractor for their own work.

5. Through-penetration firestopping for the work of each prime contract shall be provided by each contract.

1.12 SPECIFICATION FORMATS AND CONVENTIONS

A. Specifications are found within construction documents.

D. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.

2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

3. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRIME CONTRACTS, SCOPE OF WORK

Each Prime Contract is summarized, and the scope of work for this project includes the following:

2.1 Contract #100 General Trades including sitework

A. The General Trades Contractor (or subs) shall provide all material, labor, equipment, subcontractors, supervision, management, and administration required for the total performance of the work of this contract including, but not limited to the following:

1. Site staging area preparation, temporary fencing, and construction access. Restore all areas upon project completion.
2. Site removals.
3. Foundation excavation, backfill, and compaction.
4. Earthwork cuts, fills, and grading.
5. Removal and proper legal disposal offsite, of contaminated soils.
5. Curbing, stone sub-base, asphalt paving, and line striping.
6. Storm drainage, structures and piping.
7. Sanitary sewer.
8. Gas service.
9. Drilling of wells, installation of well pumps, and water service piping.
10. Site concrete work including sidewalks, aprons, and door pads.
11. Site signage, parking signage, and bollards.
12. Chain link fencing and gates.
13. Joint sealants all new sidewalks.
14. Topsoil spreading, rockhounding, and hydroseeding.
15. Plantings.
14. Site restoration.

B. Notes to - Contract #100.

a. All General trades contractors shall visit the site to verify and review existing conditions before estimating the cost of the project.

C. The above list is presented for general guidance only and does not necessarily cover the entire requirements of the project as shown on the drawings, details, and/or as specified hereinafter.

Contract #100 General Trades

A. The General Trades Contractor shall furnish all material, labor, equipment, subcontractors, supervision, management, and administration required for the total performance of the work of this contract including, but not limited to the following:

1. Selective demolition, and demolition of walls, ceilings, flooring, windows, doors/frames, etc.
2. Concrete foundations, reinforcing, and concrete slabs.
3. Masonry, CMU.
4. Structural steel and miscellaneous metals.
5. All rough carpentry, sheathing, blocking, and trusses.
6. All cabinetry, and countertops.
7. All roofing, roof insulation, vapor barrier, accessories, and roof specialties.
8. Caulking and joint sealants.
9. Metal wall panels
10. All doors, frames, windows, and hardware.
11. Firestopping.
12. All metal framing, drywall, and finishing.
13. Acoustical ceiling tile and grid.
14. All flooring and ceramic tile.
15. Painting.
16. Specialties such as toilet/bath accessories, signage, toilet partitions, and fire extinguishers & cabinets.
17. Furnishings such as window treatments.
18. Final cleaning.
19. Installation of the new Bus Lift, and related accessories.

B. Notes to General Trades Contract #100.

a. All General Trades bidders shall visit the site to verify and review existing conditions before estimating the cost of the project.

b. The General Trades Contractor (Contract #100) shall coordinate all selective demolition with the work of other Prime Contractors.

c. The General Trades (Contract #100) shall install louvers for all outdoor air-intake openings. Louvers are furnished by the HVAC Contractor (Contract #102).

d. The General Trades Contractor #100 is responsible for caulking of all louvers, lintels and any other material penetrating masonry work.

e. The General Trades (Contract #100) shall provide all rough carpentry blocking required for the project unless specifically defined in other prime contractor's scope of work.

f. The General Trades (Contract #100) shall provide all necessary floor patching and leveling to receive new floor finishes as indicated on the finish plans.

g. The General Trades (Contract #100) is responsible to build all emergency exit ways, temporary partition walls, or fire rated partitions where needed; along with maintenance, removal, and restoration of existing finishes when completed.

h. As time is of the essence on this project, it is critical that the General Trades Contractor provides his shop drawings, submittals, and color/samples within three weeks of signing the contract.

i. The General Trades Contractor (Contract #100) shall perform the final cleaning of the project before the facilities are turned over to the Owner for their use. At that time, the General Trades Contractor will contract a professional cleaning service to perform the final cleaning service.

C. The above list is presented for general guidance only and does not necessarily cover the entire requirements of the project as shown on the drawings, details, and/or as specified hereinafter. The General Trades Prime Contractor shall provide a complete system.

2.2 Contract #101 Plumbing

A. The Plumbing Prime Contractor shall provide all material, labor, equipment, subcontractors, supervision, management, and administration required for the total performance of the work of this contract including, but not limited to the following:

1. Demolition such as removal of fixtures, roof drains, pumps, piping & valves, waste/vent/storm piping, and gas piping.
2. Sawcutting of concrete slab, then excavation, backfill, and compaction required for underslab piping; and re-pouring concrete at the sawcut areas to restore to original slab elevation and tolerance.
3. Concrete equipment pads and reinforcing.
4. Plumbing fixtures and equipment.
5. Installation of the Bus Wash Equipment, and all piping and related accessories.
6. Supports and hangers for all Plumbing related items.
7. New CW/HW/waste/vent/storm/gas piping, equipment, and accessories.
8. Plumbing insulation.
9. Plumbing identification labeling of piping, and equipment.
10. Testing, adjusting, balancing, certifications, and owner training.

B. Notes to Plumbing Work Contract #101

a. All plumbing bidders shall visit the site to verify and review existing conditions before estimating the cost of the project.

b. All excavation work will be restored to grade and compacted according to Division 31 in the Specifications.

c. Plumbing Contract #101 is responsible for all final connections to plumbing equipment and mechanical equipment.

d. The Plumbing Contract #101 shall fire caulk & fire safe as necessary any place its contract penetrates a fire rated system; not limited to hangers, supports, pipe etc... and in accordance with industry standard and all building codes.

e. The Plumbing Prime Contractor shall provide any and all temporary shoring, bracing, support, or protection systems necessary to expedite their work requirements.

f. The Plumbing Contractor is responsible for patching any holes or openings left in existing walls from the removal of old fixtures, valves, piping, or other plumbing items. Patch to match existing adjacent surfaces.

g. In the event there is a piping gap on the Contract drawings, the Plumbing Prime Contractor shall provide complete connections as reasonably inferable from the drawings and in the sizing indicated both horizontally and vertically to provide a complete system.

h. As time is of the essence on this project, it is critical that the Plumbing Contractor provides his equipment and other submittals within three weeks of signing the contract.

i. The Plumbing contractor is to remove and reinstall ceilings as required for his own work in all building areas that are not specifically called to be removed and/or replaced by others.

j. Plumbing Contract #101 shall provide coordinated drawings showing his services, overlaid with other services to be installed by the HVAC and Electrical prime contractors.

k. All other prime contractors are to coordinate their penetrations through the roof with the General Trades Contractor's roofing subcontractor. The GT's roofing subcontractor will cut the deck, then flash the new penetration to the existing or new roofing systems.

l. The Plumbing Prime Contractor will be responsible to coordinate with the General Trades Contractor's roofing subcontractor for scheduling the plumbers setting of new roof drains.

m. Painting exposed plumbing piping in mechanical rooms & boiler rooms shall be by the Plumbing prime contractor.

C. The above list is presented for general guidance only and does not necessarily cover uirements of the project as shown on the drawings, details, and/or as specified hereinafter. The Plumbing Prime Contractor shall provide a complete system.

2.3 Contract #102 Heating, Ventilating & Air Conditioning (HVAC)

A. The HVAC Prime Contractor shall provide all material, labor, equipment, subcontractors, supervision, management, and administration required for the total performance of the work of this contract including, but not limited to the following:

1. HVAC demolition including removal of boilers, mechanical units, fans, pumps, HVAC piping, underslab radiant floor heat piping, and controls.
2. Concrete equipment pads and reinforcing.
3. Mechanical equipmeut.
4. Supports and hangers for all HVAC related items.
5. Ductwork and accessories.
6. HVAC piping.
7. HVAC insulation.

8. Louvers.
9. Registers, grilles and diffusers.
10. Direct Digital Controls, controls wiring/conduit, and controls system devices.
11. HVAC identification labeling of ductwork, piping, and equipment.
12. Testing, adjusting, balancing, certifications, and owner training.

B. Notes to HVAC Contract #102

a. All HVAC bidders shall visit the site to verify and review existing conditions before estimating the cost of the project.
b. The HVAC Contract #102 shall fire caulk & fire safe as necessary any place its contract penetrates a fire rated system. Penetrations may include but not be limited to: hangers, supports, duct, pipe etc.
c. The HVAC Contractor shall provide adequate support and protection of the existing HVAC systems until such time as the new systems are in place and ready for use by the Fire Department.
b. The HVAC Contractor is responsible for patching any holes or openings left in existing walls which were from the removal of old thermostats, piping, ductwork or other mechanical items. Patch to match existing adjacent surfaces.
c. The HVAC Contractor is to provide all conduit, raceway, wire mold, and control wiring to provide new controls at new locations.
d. In the event there is a duct or piping gap on the Contract drawings; the HVAC Contractor (Contract #102) shall provide complete connections as reasonably inferable from the drawings and of the sizing indicated both horizontally and vertically to provide a complete system.
e. As time is of the essence on this project, it is critical that the HVAC Contractor provides all shop drawings and mechanical equipment submittals within three weeks of signing the contract.
f. The General Trades (contract #100) shall install louvers for all outdoor air-intake openings. Louvers are furnished by the HVAC Contractor (Contract #102).
g. The HVAC contractor is to remove and reinstall ceilings as required for his own work in all building areas that are not specifically called to be removed and/or replaced by others.
h. HVAC Contract #102 shall provide coordinated drawings showing his services, overlaid with other services to be installed by the Plumbing and Electrical prime contractors.
i. Coordinate cutting all penetrations through the roof with the General Trades Contractor's roofing subcontractor. The GT's roofing subcontractor will then cut the deck then flash all curbs and penetration to existing roofing systems.
j. Painting exposed piping & ductwork in mechanical rooms & boiler rooms shall be by the HVAC prime contractor.

2.4 Contract #103 Electrical

A. The Electrical Prime Contractor shall furnish all material, labor, equipment, subcontractors, supervision, management, and administration required for the total performance of the work of this contract including, but not limited to the following:

1. Temporary electric power and lighting.
2. Excavation, backfill, and compaction for new site lighting and conduit.

3. Site lighting poles and concrete bases.
4. Concrete equipment pads & reinforcement.
5. Electrical demolition such as lighting, devices, conduit, wire, breakers, panels, fire alarm systems, and phone/data wiring and equipment.
6. Disconnection of all mechanical equipment scheduled for removal.
7. All required conduit, wire, breakers, panels, service gear, transformers & devices.
8. Power distribution systems including disconnect switches, starters, combo starters, and variable frequency drives.
9. Power and connections to all new and/or reinstalled equipment that is furnished by other prime contractors.
10. Fire alarm system tie-ins and devices.
11. Lighting, and emergency lighting.
12. Electrical identification and labeling.
13. Testing, adjusting, certifications, and owner training
14. Data wiring & equipment.

C. Notes to Electrical Contract #103

a. All electrical bidders shall visit the site to verify and review existing conditions before estimating the cost of the project.

b. The Electrical Contractor shall contact the power company for all services, temporary or permanent, obtain all necessary permits and pay any and all fees associated with the Electric Prime Contract Scope of Work.

c. Coordinate all electrical sitework with the General Trades contractor. All electrical work on drawings is the responsibility of the Electrical Contractor #103, including all final connections to the building services.

d. The Electrical Contractor #103 shall provide adequate support and protection of the existing electric services, lighting, etc. until such time as the new systems are in place and ready for use by the Owner.

e. The Electrical Contractor #103 shall relocate any and all existing electric services, phone/data, fire alarm devices and any other electrical systems or devices to facilitate the Project work at no additional cost to the Owner.

f. During the course of construction in renovated areas, the owner or architect may issue field directives to the Electrical Contractor #103 to relocate existing electrical conduit to progress work of the Project. The Electrical Contractor shall comply with the request at no additional cost to the Owner.

g. Coordinate cutting all penetrations through the roof with the General Trades Contractor's roofing subcontractor. The GT's roofing subcontractor will be responsible to flash to existing roofing systems.

h. The Electrical Contractor will fire caulk or fire safe any penetrations that will run through a fire rated system.

i. The electrical contractor shall furnish, maintain, and remove all power necessary for temporary electric. Electrical Contractor will provide temporary power to all trades with no maximum amperage. All power connections will be relocated as deemed necessary by the Architect at no additional cost to the owner.

j. The Electrical Contract #107 shall be responsible for coordination of all systems changeovers. All shut downs and changeovers shall occur at off hours and shall be coordinated with the GTC by at least 48-hour notification, and approved prior to start of the work. Coordinate all electrical work installations with the GTC. The Electrical Contractor shall remove all temporary electrical systems at the end of construction.

k. For all ceiling work; the Electrical Contract #103 shall remove, store and reinstall existing lighting, or add new lighting and associated circuits back to nearest available circuit breaker; including all conduit, conductors, connectors, breakers, hangers and labels as required by the contract documents.

l. The Electrical Contract #103 shall provide coordinated drawings showing his services, overlaid with ductwork and piping services to be installed by the HVAC and Plumbing prime contractors.

m. Where items that are removed by the Electrical Contractor which create holes, the electrician will install replacement cover plates that match existing color and finish; or remove existing anchors, then patch the holes and finish to match existing surfaces.

n. The Electrical contractor is to remove and reinstall ceilings as required for his own work in all building areas that are not specifically called to be removed and/or replaced by others.

o. The Electrical Contractor (Contract #103) is responsible to infill and replace all necessary ceiling tiles in order to provide a complete ceiling system when removing existing light fixtures, fire alarm devices, speakers, or other electrical related ceiling devices.

p. The Electrical Contractor (Contract #103) is responsible to provide surface raceway and/or wire mold for electrical installations in existing spaces, ONLY if it is not possible to run the new electrical and install boxes inside the existing walls. Generally all conduit and boxes must be concealed, unless it has been found to be impossible to do so due to existing conditions.

q. The Electrical Contractor (Contract #103) is solely responsible for briuging all power to all new and existing devices.

r. Painting exposed conduit in mechanical rooms & boiler rooms shall be by the Electrical prime contractor.

D. The above list is presented for general guidance only and does not necessarily cover the entire requirements of the project as shown on the drawings, details, and/or as specified hereinafter. The Electrical Prime Contractor shall provide a complete system.

END OF SECTION 011200

SECTION 012000 – PAYMENT PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements governing each subcontractor's Applications for Payment.

1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, Submittal Schedule, and List of Contracts.

B. Related Sections: The following Sections contain requirements that relate to this Section.

1. Schedules: The Contractor's Construction Schedule and Submittal Schedule are specified in Section 013300 Submittals.

1.3 SCHEDULE OF VALUES

A. Coordination: Each Subcontractor shall coordinate preparation of its Schedule of Values for its part of the Work with preparation of the Contractors' Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:

a. Contractor's Construction Schedule.
b. Application for Payment forms, including Continuation Sheets.
c. List of subcontractors.
d. Schedule of alternates.
e. Schedule of submittals.

2. Submit the Schedule of Values to the GTC within 7 days of receipt of the Letter of Intent. It is the intent of this Specification that the Contractor's Progress Schedule will be completed and accepted by the the Architect and Owner prior to Architect Certification of subcontractors first Payment Application.

B. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values.

1. Identification: Include the following Project identification on the Schedule of Values:

a. Project name and location.

b. Name of the Architect.
c. Project number.
d. Subcontractor's name and address.
e. Date of submittal.

2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:

a. Related Specification Section or Division.
b. Description of Work.
c. Name of subcontractor.
d. Name of manufacturer or fabricator.
e. Name of supplier.
f. Change Orders (numbers) that affect value.
g. Dollar value.

1) Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

3. Provide a labor and material breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items, and also by Labor and Material. Include a separate line item in application for:

a. Bonds
b. Insurance
c. Supervision
d. Mobilization/De-Mobilization
e. Submittals
f. Close-out
g. Housekeeping
h. Final Cleaning
i. Allowance

4. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.

5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.

a. Differentiate between items stored on-site and items stored off-site. Provide insurance and bonded warehousing for items stored off-site.

6. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

7. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.4 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as reviewed and recommended by the General Trades Contractor, and certified by the Architect and paid for by The Owner.

1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

B. Payment Application Times: Each progress-payment date is indicated in the Agreement. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

C. Payment Application Forms: Use AIA Document G732, and Continuation Sheets G703 as the form for Applications for Payment.

1. Separate Continuation Sheets shall be provided for work that takes place on each building, which will detail that portion of the contract that is attributable to the specific building.

D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. Incomplete applications will be returned without action.

1. All Prime Contractors will be required to submit a draft copy by e-mail to the GTC by the 20th of the month for review. After the draft copy is reviewed by the CM/Owner/Architect/Engineer, the contractor will be notified to make corrections (if any) found. Once notified, the contractor will submit by the 25th of the month, five (5) original signed and notarized copies with all required attachments including: two (2) copies of Certified Payroll Reports, signed lien waiver (see section 004300). Should the contractor miss the required monthly submission dates, the payment application would be considered late and would be payable in the next months cycle.

2. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.

3. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

4. Each Application for Payment should be accompanied by the Contractors update to their activities on the Project Progress Schedule, indicating the extent of completed work. Also include a copy of the updated submittal schedule if the submittal process is not 100% complete.

E. Transmittal: Submit Five (5) original signed and notarized original copies of each Application for Payment to the GTC by a method ensuring receipt within 24 hours, including waivers of lien and other required attachments (see 1.4, D.1 above).

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Owners representative.

F. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics liens from subcontractors, sub-subcontractors and suppliers for the construction period covered by the previous application.

1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.

2. When an application shows completion of an item, submit final or full waivers.

3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.

b. Submit final Applications for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.

4. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.

G. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following (see also section 004300 for the "Front End Submittal Log"). The initial payment application will not be processed until all of these actions and submittals have been received by the Owner When preliminary submissions are received with the initial application (items 4 and 7), the final submission for these items must be received and approved by the Owner prior to submission of the second application for payment.

1. List of subcontractors.
2. List of principal suppliers and fabricators.
3. Schedule of Values.
4. Contractor's Construction Schedule (preliminary if not final).
5. Schedule of principal products.
6. Schedule of Unit Prices.
7. Submittal Schedule (preliminary if not final).
8. List of Contractor's staff assignments.
9. List of contractor's principal consultants.
10. Copies of Building permits.
11. Copies of authorizations and licenses from governing authorities for performance of the Work.
12. Initial progress report.
13. Report of pre-construction meeting.
14. Certificates of insurance and insurance policies.

15. Performance and payment bonds.
16. Contract Agreement fully executed by the Subcontractor.
17. Initial settlement survey and damage report, if required.

H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.

1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

2. Administrative actions and submittals that shall precede or coincide with this application include:

a. Occupancy permits and similar approvals.
b. Warranties (guarantees) and maintenance agreements.
c. Test/adjust/balance records.
d. Maintenance instructions.
e. Meter readings.
f. Startup performance reports.
g. Changeover information related to Owner's occupancy, use, operation, and maintenance.
h. Final cleaning.
i. Application for reduction of retainage and consent of surety.
j. Advice on shifting insurance coverages.
k. Final progress photographs.
l. Detailed list of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.

I. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

1. Completion of Project closeout requirements.
2. Completion of items specified for completion after Substantial Completion.
3. Ensure that unsettled claims will be settled.
4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
5. Transmittal of required Project construction records to the Owner.
6. Certified property survey.
7. Proof that taxes, fees, and similar obligations were paid.
8. Removal of temporary facilities and services.
9. Removal of surplus materials, rubbish, and similar elements.

1.5 PROGRESS PAYMENTS

Progress payments shall be for the period ending the last day of the month.

Not later than 45 days following the end of the period covered by the Application for Payment, ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety-five percent (95%) of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in

writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner. Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents, shall be paid.

PART 2 PRODUCTS
Not Used

PART 3 EXECUTION
Not Used

END OF DOCUMENT 012000

SECTION 012100 – ALLOWANCES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements governing allowances.

1. Certain items are specified in the contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:

1. Contingency allowances.

C. Related Sections include the following:

1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling change Orders for allowances.
2. Divisions 02 through 49 Sections for items of Work covered by allowances.

1.3 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the work.

B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Architect from the designated supplier.

1.4 SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 CONTINGENCY ALLOWANCES

A. Use of allowances is only as directed by the Architect for the Owner's purposes, and only by Change Orders that indicate amounts to be charged to the allowance.

B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under an allowance are included in the allowance and are part of the original Contract sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.

C. A Contractor should not assume that when a Request For Proposal (RFP) is received, that it will automatically be assigned for use of an allowance. The use of allowances is at the owner's discretion. See specification section 011200, 2.12, Item 16 for mandatory requirements of how a contractor is to submit a quotation, regardless if an allowance is to be used or not.

D. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs.

E. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.7 UNUSED MATERIALS

A. Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.

1. If requested by Architect, prepare unused material for storage by Owner when it is not economically practical to return the material for credit. If directed by Architect, deliver unused material to Owner's storage space. Otherwise, disposal of unused material is Contractor's responsibility.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with other contractual materials and work, to ensure that each allowance item is completely integrated and interfaced with related work.

B. When an allowance is requested to be used, the following procedures will apply:

a. A Request For Proposal (RFP) to obtain a detailed quotation from the prime contractor. Once the contractor's proposal is received, it will then be reviewed by the Architect and Owner for possible acceptance.

b. A Construction Change Authorization, instructing the prime contractor to proceed immediately with the work on a Time and Material (T&M) basis.

1. Time and Material work will require the contractor to have a T&M sheet filled out daily, and signed by the GTC. The T&M sheet must note the number of men and their separate work classifications (IE: laborer, mason, carpenter, etc), each material used listed with quantities, equipment used listed and hours used, subcontractor(s) used (if any) with a similar T&M breakout, etc.
2. When the T&M work is completed, the prime contractor will be required to submit the signed T&M sheets with applicable pricing filled out and back up provided such as material invoices, subcontractor backup, etc. If there are T&M sheets from multiple days, the contractor will be required to list each sheet on a summary page which totals the labor, materials, and equipment used.

C. Once a prime contractor has either submitted a quotation for an RFP, or they have submitted their final T&M summary and backup; a Change Order Request (COR) will be generated by the GTC for signature by the Architect and Owner. Once this document is fully signed, an AIA G701 Change Order will be generated for final acceptance of the change, or acceptance of an Allowance Disbursement. Once the AIA Change Order document is fully signed, the approved amount can be billed by the contractor on the next payment application cycle.

3.3 SCHEDULE OF ALLOWANCES

A. GENERAL TRADES CONTRACT # 100

1. Allowance No. **GT-100**: Include a contingency allowance in the amount of: Five Thousand Dollars $5,000.00 to be used at the owner's discretion.

B. PLUMBING CONTRACT # 101

1. Allowance No. **P-101**: Include a contingency allowance in the amount of: Two thousand dollars ($2,000.00) to be used at the owner's discretion.

C. HVAC CONTRACT # 102

1. Allowance No. **H-102**: Include a contingency allowance in the amount of: Two thousand Dollars ($2,000.00) be used at the owner's discretion.

D. ELECTRICAL CONTRACT # 103

1. Allowance No. **E-103**: Include a contingency allowance in the amount of: Two Thousand Dollars ($2,000.00) to be used at the owner's discretion.

END OF SECTION 012100

SECTION 012600 – CONTRACT MODIFICATION PROCEDURES

GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

B. Related Sections include the following:

1. Division 01 Section "Allowances" for procedural requirements for handling and processing allowances.
2. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
2. Within five (5) days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

    a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    c. Include costs of labor and supervision directly attributable to the change.
    d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and

finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

1.5 ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

1. Include installation costs in purchase amount only where indicated as part of the allowance.
2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.

B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within twenty-one (21) days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than twenty-one (21) days after such authorization.

1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

1.6 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.7 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

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

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

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 013100 – PROJECT MANAGEMENT AND COORDINATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for project meetings, including, but not limited to, the following:

1. Pre-construction conferences.
2. Pre-installation conferences.
3. Progress meetings.
4. Coordination meetings.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Section 013216 Project Schedule for procedures for coordinating project meetings with other construction activities.

2. Section 013300 Submittals for submitting the Contractor's Construction Schedule.

1.3 PRECONSTRUCTION CONFERENCE

A. The General Trades Contractor (GTC) will schedule a pre-construction conference before starting construction, at a time convenient to the Owner and the Architect, but no later than 5 days after execution of the Agreement. Hold the conference at the Project Site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

B. Attendees: Authorized representatives of the Owner, Architect, and their consultants; the Contractor and its superintendent shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.

C. Agenda:

1. Distribution of Construction Manuals and Contract Documents.
2. Designation of responsible personnel.
3. Initial submittals: Work by Contractor, subcontractor list and product list.
4. Construction phasing and construction schedule.
5. Use of premises
6. Construction facilities and controls.
7. Survey/building layout.

8. Security.
9. Housekeeping/Safety.
10. Procedures and processing of field decisions, submittals, substitutions, applications for payment, proposal requests, change orders, and Contract closeout procedures.
11. Project meetings.

D. Reporting: GTC shall prepare and issue minutes to attendees within 5 days of the meeting.

1.4 PREINSTALLATION CONFERENCES

A. When required by an individual Specification Section or by the Architect or Owner a pre-installation conference will be held prior to commencement of work for that Section.

B. Attendees: The Architect, Owner, Contractor and such others directly affecting or affected by the work of that Section. Advise the GTC and Architect of scheduled meeting dates. Provide at least 5 days prior written notice of meeting dates, so that all required attendees can attend.

1. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for the following:

a. Contract Documents.
b. Options.
c. Related Change Orders.
d. Purchases.
e. Deliveries.
f. Shop Drawings, Product Data, and quality control samples.
g. Review of mockups.
h. Possible conflicts.
i. Compatibility problems.
j. Time schedules.
k. Weather limitations.
l. Interior environment conditions (e.g.- temperature, humidity, lighting, airborne dust, etc.)
m. Manufacturer's recommendations.
n. Warranty requirements.
o. Compatibility of materials.
p. Acceptability of substrates.
q. Temporary facilities.
r. Space and access limitations.
s. Governing regulations.
t. Safety.
u. Inspecting and testing requirements.
v. Required performance results.
w. Recording requirements.
x. Protection.

2. Record significant discussions and agreements and disagreements of each conference, and the approved schedule. Promptly distribute the record of the meeting to everyone concerned, including the Owner, and the Architect.

3. Do not proceed with the installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

4. Reporting: Contractor or Installer shall issue minutes to attendees, Owner and Architect. Distribute copies of meeting minutes to all attendees at least 5 days prior to work starting.

1.5 PROGRESS MEETINGS

A. GTC will schedule and administer Project Progress Meetings throughout the duration of the project. Such meetings will be held bi-weekly or as otherwise determined by the GTC until Substantial Completion is achieved.

B. The meeting will focus on the construction activities, as well as on administrative activities, and shall be attended by project managers.

C. GTC will preside at all meetings, record minutes and distribute copies to participants within five days after the meeting.

D. Location of Meetings: TBD

E. Attendance: Presence at these meetings shall be MANDATORY for the contractor. Others in attendance with the GTC may include the Architect and Owner. Sub-subcontractors or Suppliers shall attend only by specific prior arrangement with the GTC

F. Minimum Agenda will include:

1. Review of submittal schedule and status of submittals.
2. Review of work completed since previous project meeting.
3. Subcontractor's planned progress for succeeding work period.
4. Review of pending issues and discussions.
5. Identification of current field observations and problems requiring decisions.

END OF DOCUMENT 013100

SECTION 013200 – CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This section includes the Administrative and Supervisory requirements necessary for the development and updating of the project schedule and general project coordination.

B. Related Sections: The following Sections contain requirements that relate to this section:

1. Section 013100 Project Management and Coordination for progress meetings, coordination meetings, and pre-installation conferences.
2. Section 013300 Submittal Procedures for preparing and submitting the Subcontractor's construction schedule.
3. Section 016000 Product Requirements for coordinating general installation.
4. Section 017700 Closeout Procedures for coordinating contract closeout.

1.3 PROJECT SCHEDULE

A. Schedule Development

1. Each Contractor shall coordinate through the General Trades Contractor (GTC), the scheduling of their work with the other contracts so that the project is completed on schedule with minimum interference to the Owners operation and schedule.
2. The milestone activity schedule dates (Spec Section 010150) being part of this contract, shall be the basis for the subcontractor's detailed schedule.
3. The Contractor's detailed schedule shall be submitted by the subcontractor, in a form acceptable to the GTC, within five (5) days after Notice to Proceed is issued and before the first progress payment is certified.
4. The detailed schedule shall be a fully developed, horizontal bar chart type, Contractor's construction schedule on a time scale depicting in logical sequence all activities, descriptions, durations, interrelationships, and dependencies required for completion of the work. The activities shall have costs, quantities and manpower resources (by craft) assigned as acceptable to the GTC. Activities shall include

engineering, fabrication, delivery, installation, and testing. The level of detail shall be such that no activity has a duration longer than twenty (20) working days, except for shop fabrication activities. Each schedule shall clearly define the activity description and provide:

a. Original duration and remaining duration
b. Early start/early finish
c. Late start/late finish
d. Actual start/actual finish
e. Total float
f. Percent complete
g. Resources
h. Critical path designation

5. The GTC will meet with the Contractor's representative to review, expand and modify the project schedule to portray the specific plan of operation envisioned by the subcontractors, in compliance with the project milestone dates.

6. All completion dates shown shall be within the period specified for contract completion, and in compliance with all intermediate milestones. The project schedule shall show the sequence and interdependence of activities required for complete performance.

7. It is intended that the coordinated project schedule reflect the Contractors' actual plan of operation for the prosecution of the work. Revision, expansions and modifications to each of the Contract activities, will be at the direction of the GTC. This project schedule may need to be revised to accommodate work interfaces between the subcontractors.

8. Upon completion of the coordinated project schedule, all Contractors agree that this schedule is the designated plan for completion of all work in the allotted time, and each subcontractor will assume full responsibility for the prosecution of work as shown. All subcontractors shall indicate formal acceptance of the schedule by signing the finalized schedule. Sign-off of Final schedule is required for certification of initial payment application.

9. Coordinate the contractor's construction schedule with the Schedule of Values, List of Contracts, Submittal Schedule, Progress Reports, Payment Requests and other schedules.

B. Project Schedule Progress Update

1. The Contractor shall furnish the GTC with an updated detailed schedule bi-monthly, at the time that the progress payment request is presented. The updated schedule shall indicate progress to date for each activity, including, all changes. Any activities or dates, which have been added, deleted or modified, shall be circled to highlight the change. The Contractor shall provide detailed reasons for changes and their effects to their activities and activities of other Contractors.

2. Updated manpower and man-hour forecasts for the work, numerically and graphically by month and by craft, shall be submitted quarterly with the monthly updated schedule presented at that time.

3. If the contract completion or other critical milestone dates are forecast as being later than the date specified in the contract, the subcontractor shall submit a recovery plan by which he proposes to bring the work back on schedule. The plan shall indicate revised manpower and equipment/material requirements.

4. If the Contractor misses any of the contract milestones, a recovery plan shall be snbmitted to the GTC within 72 hours. The plan shall indicate increased manpower/equipment loading, use of premium time, and required modifications to other activities. The plan shall indicate intermediate schedule activity dates to allow monitoring of the recovery.

5. The Contractor's Superintendent shall attend weekly coordination and scheduling meetings held by the GTC at the jobsite. Weekly work plans shall be submitted to the GTC prior to the meeting.

6. If the Contractor desires to revise the logic of the approved coordinated project schedule, so as to reflect a sequence of construction which differs from that originally agreed to, he must first obtain the approval of the GTC and all subcontractors whose work may be affected by the changes, and then must obtain the approval of the Owner. If this change extends the completion date of the project or delays the work of other trades, the subcontractor agrees that these impacts and all associated costs will be assessed against the Contractor initiating the change and will not be the basis for a project time extension.

1.4 PROJECT COORDINATION

A. Coordination

1. General: Contractors working in association with the GTC shall coordinate construction activities included under various sections of these specifications to ensure efficient and orderly installatiou of each part of the work. Coordination includes but is not limited to:

   a. Schedule work progress with all trades throughout the project to prevent interferences.

   b. Accomplish work in a manner that will allow each trade adequate time at the proper stage of construction to perform work of the contract.

   c. Furnish copies of final shop drawings to each subcontractor or supplier whose work is related to work shown on sbop drawings. Resolve all problems of connected, adjacent or otherwise related work.

   d. In case of conflicts due to improper coordination by any subcontractor, GTC resolution will be final. No compensation will be awarded for extra work required to resolve conflicts.

B. Installation

1. Work shall be installed in accordance with the approved composite drawings. Any work fabricated or installed prior to full approval which must be reworked to fulfill coordination objectives, as determined by the Architect will not constitute a basis of claim for extra compensation.

PART 2 PRODUCTS
Not Used

PART 3 EXECUTION
Not Used

END OF DOCUMENT 013200

SECTION 013300– SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Requirements:

1. Section 01 20 00 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
2. Section 01 32 00 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.

D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.

    a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

4. Format: Arrange the following information in a tabular format:

    a. Scheduled date for first submittal.
    b. Specification Section number and title.
    c. Submittal category: Action; informational.
    d. Name of subcontractor.
    e. Description of the Work covered.
    f. Scheduled date for Architect's and Owner final release or approval.
    g. Scheduled date of fabrication.
    h. Scheduled dates for purchasing.
    i. Scheduled dates for installation.
    j. Activity or event number.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.

1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.

    a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.

3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.

4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

   a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.

2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.

3. Resubmittal Review: Allow 15 days for review of each resubmittal.

4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.

5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to the Contractor.

D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect and Owner
3. Include the following information for processing and recording action taken:

   a. Project name.
   b. Date.
   c. Name of Architect.
   d. Name of Contractor.
   e. Name of subcontractor.
   f. Name of supplier.
   g. Name of manufacturer.
   h. Submittal number or other unique identifier, including revision identifier.

i. Number and title of appropriate Specification Section.
j. Drawing number and detail references, as appropriate.
k. Location(s) where product is to be installed, as appropriate.
l. Other necessary identification.

4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect and Owner observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

   a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect and GTC.

5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return without review and discard submittals received from sources other than Contractor.

   a. Transmittal Form for Paper Submittals: Use AIA Document G810.

   b. Transmittal Form for Paper Submittals: Provide locations on form for the following information:

      1) Project name.
      2) Date.
      3) Destination (To:).
      4) Source (From:).
      5) Name and address of Architect.
      6) Name of Contractor.
      7) Name of firm or entity that prepared submittal.
      8) Names of subcontractor, manufacturer, and supplier.
      9) Category and type of submittal.
      10) Submittal purpose and description.
      11) Specification Section number and title.
      12) Specification paragraph number or drawing designation and generic name for each of multiple items.
      13) Drawing number and detail references, as appropriate.
      14) Indication of full or partial submittal.
      15) Transmittal number.
      16) Submittal and transmittal distribution record.
      17) Remarks.
      18) Signature of transmitter.

E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

   1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.

   2. Name file with submittal number or other unique identifier, including revision identifier.

a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).

3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.

4. Transmittal Form for Electronic Submittals: Use software-generated form from electronic project management software acceptable to Owner, containing the following information:

a. Project name.
b. Date.
c. Name and address of Architect.
d. Name of Contractor.
e. Name of firm or entity that prepared submittal.
f. Names of subcontractor, manufacturer, and supplier.
g. Category and type of submittal.
h. Submittal purpose and description.
i. Specification Section number and title.
j. Specification paragraph number or drawing designation and generic name for each of multiple items.
k. Drawing number and detail references, as appropriate.
l. Location(s) where product is to be installed, as appropriate.
m. Related physical samples submitted directly.
n. Indication of full or partial submittal.
o. Transmittal number, numbered consecutively.
p. Submittal and transmittal distribution record.
q. Other necessary identification.
r. Remarks.

5. Metadata: Include the following information as keywords in the electronic submittal file metadata:

a. Project name.
b. Number and title of appropriate Specification Section.
c. Manufacturer name.
d. Product name.

F. Options: Identify options requiring selection by Architect.

G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.

2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Post electronic submittals as PDF electronic files directly to Project Web site and Architect's FTP site specifically established for Project.

   a. Architect, will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

2. Submit electronic submittals via email as PDF electronic files.

   a. Architect, will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

3. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Architect will return two copies.

4. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect will not return copies.

5. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

   a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
   b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

    a. Manufacturer's catalog cuts.
    b. Manufacturer's product specifications.
    c. Standard color charts.
    d. Statement of compliance with specified referenced standards.
    e. Testing by recognized testing agency.
    f. Application of testing agency labels and seals.
    g. Notation of coordination requirements.
    h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:

    a. Wiring diagrams showing factory-installed wiring.
    b. Printed performance curves.
    c. Operational range diagrams.
    d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before or concurrent with Samples.
6. Submit Product Data in the following format:

    a. PDF electronic file.
    b. Three paper copies of Product Data unless otherwise indicated. Architect, through GTC will return two copies.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

    a. Identification of products.
    b. Schedules.
    c. Compliance with specified standards.
    d. Notation of coordination requirements.
    e. Notation of dimensions established by field measurement.
    f. Relationship and attachmeut to adjoining construction clearly indicated.
    g. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.

3. Submit Shop Drawings in the following format:

    a. PDF electronic file.
    b. Two opaque (bond) copies of each submittal. Architect, will return one copy(ies).

c. Three opaque copies of each submittal. Architect will retain two copies; remainder will be returned.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.

2. Identification: Attach label on unexposed side of Samples that includes the following:

a. Generic description of Sample.
b. Product name and name of manufacturer.
c. Sample source.
d. Number and title of applicable Specification Section.
e. Specification paragraph number and generic name of each item.

3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.

4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect, will return submittal with options selected.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.

1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.
5. Submit product schedule in the following format:

a. PDF electronic file.
b. Three paper copies of product schedule or list unless otherwise indicated. Architect, through GTC, will return two copies.

F. Coordination Drawing Submittals: Comply with requirements specified in Section 01 31 00 "Project Management and Coordination."

G. Contractor's Construction Schedule: Comply with requirements specified in Section 01 32 00 "Construction Progress Documentation."

H. Application for Payment and Schedule of Values: Comply with requirements specified in Section 01 20 00 "Payment Procedures."

I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01 77 00 "Closeout Procedures."

J. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

K. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

L. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

M. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

N. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

O. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

P. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

Q. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

R. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

S. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

T. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

U. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

V. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Project Closeout and Maintenance Material Submittals: See requirements in Section 01 77 00 "Closeout Procedures."

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S AND OWNERS ACTION

A. Action Submittals: Architect and Owner will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

B. Informational Submittals: Architect awill review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect .

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 01 33 00

SECTION 014000– QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
4. Specific test and inspection requirements are not specified in this Section.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

D. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

E. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

F. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Qualification Data: For Contractor's quality-control personnel.

C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:

1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect.

D. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.

E. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.

1. Project quality-control manager may also serve as Project superintendent.

F. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

G. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:

1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
3. Owner-performed tests and inspections indicated in the Contract Documents, including tests and inspections indicated to be performed by the Commissioning Authority.

H. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

I. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.6 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.

12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.7 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:

a. Provide test specimens representative of proposed products and construction.
b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.

f. When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, through GTC with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect or Owner.
2. Notify Architect and Owner seven days in advance of dates and times when mockups will be constructed.
3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
4. Demonstrate the proposed range of aesthetic effects and workmanship.
5. Obtain Architect's and Owners approval of mockups before starting work, fabrication, or construction.

a. Allow seven days for initial review and each re-review of each mockup.

6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
7. Demolish and remove mockups when directed unless otherwise indicated.

1.8 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.

3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

   a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.

4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 33 00 "Submittal Procedures."

D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

F. Testing Agency Responsibilities: Cooperate with Architect, Owner and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect, Owner, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify

agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.

1. Distribution: Distribute schedule to Owner, Architect and Owner, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.9 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in Statement of Special Inspections attached to this Section, and as follows:

B. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections and in Statement of Special Inspections attached to this Section, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.

2. Notifying Architect, Owner and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.

3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect, through GTC with copy to Contractor and to authorities having jurisdiction.

4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.

5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.

6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's and Owners reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 73 00 "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

SECTION 016000– PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Requirements:

1. Section 01 21 00 "Allowances" for products selected under an allowance.
2. Section 01 23 00 "Alternates" for products selected under an alternate.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.

2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

   a. Form of Approval: As specified in Section 01 33 00 "Submittal Procedures."
   b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 01 33 00 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.

2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.

2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.

2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.

3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.

2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.

3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

4. Where products are accompanied by the term "as selected," Architect will make selection.

5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

3. Products:

a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.

b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

4. Manufacturers:

a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.

b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 01 25 00 "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.

2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.

3. Evidence that proposed product provides specified warranty.

4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.

5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

SECTION 017329 – CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes procedural requirements for cutting and patching.

B. Related Sections include the following:

1. Divisions 02 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
2. Division 07 Section "Penetration Firestopping" for patching fire-rated construction.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 SUBMITTALS

A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:

1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
3. Products: List products to be used and firms or entities that will perform the Work.
4. Dates: Indicate when cutting and patching will be performed.

5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.

1.5 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that, results in increased maintenance or decreased operational life or safety. Operating elements include the following:

1. Primary operational systems and equipment.
2. Air or smoke barriers.
3. Fire-suppression systems.
4. Mechanical systems piping and ducts.
5. Control systems.
6. Communication systems.
7. Conveying systems.
8. Electrical wiring systems.
9. Operating systems of special construction in Division 13 Sections.

C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that, results in increased maintenance or decreased operational life or safety. Miscellaneous elements include the following:

1. Water, moisture, or vapor barriers.
2. Membranes and flashings.
3. Exterior curtain-wall construction.
4. Equipment supports.
5. Piping, ductwork, vessels, and equipment.
6. Noise- and vibration-control elements and systems.

D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential

interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.6 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

3.3 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.

5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.

6. Proceed with patching after construction operations requiring cutting are complete.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

a. Clean piping, conduit, and similar features before applying paint or other finishing materials.

b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

   a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01 73 29

SECTION 017700 – CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

1.3 ACTION SUBMITTALS

A. Product Data: For cleaning agents.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest control inspection.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.

3. Submit closeout submittals specified in iudividual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

4. Submit maiutenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Owner. Label with manufacturer's name and model number where applicable.

   a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architects signature for receipt of submittals.

5. Submit test/adjust/balance records.
6. Submit sustainable design submittals not previously submitted.
7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.

2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.

3. Complete startup and testing of systems and equipment.

4. Perform preventive maintenance on equipment used prior to Substantial Completion.

5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 01 79 00 "Demonstration and Training."

6. Advise Owner of changeover in heat and other utilities.

7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.

8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

9. Complete final cleaning requirements, including touchup painting.

10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 01 29 00 "Payment Procedures."

2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.

4. Submit pest-control final inspection report.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection

or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:

    a. Project name.
    b. Date.
    c. Name of Architect and
    d. Name of Contractor.
    e. Page number.

4. Submit list of incomplete items in the following format:

    a. MS Excel electronic file. Architect will return annotated file.
    b. PDF electronic file. Architect will return annotated file.
    c. Three paper copies. Architect will return two copies.

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.

2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.

3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.

b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.

c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.

d. Remove tools, construction equipment, machinery, and surplus material from Project site.
e. Remove snow and ice to provide safe access to building.
f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
h. Sweep concrete floors broom clean in unoccupied spaces.
i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
k. Remove labels that are not permanent.
l. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
    1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report on completion of cleaning.
p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
q. Leave Project clean and ready for occupancy.

C. Pest Control: Comply with pest control requirements in Section 01 50 00 "Temporary Facilities and Controls." Prepare written report.

D. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 50 00 "Temporary Facilities and Controls."

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.

2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

    a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 01 77 00

SECTION 024119 – SELECTIVE DEMOLITION

SECTION 02 41 19 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.

B. Related Requirements:

1. Section 01 10 00 "Summary" for restrictions on use of the premises, Owner-occupancy requirements and phasing requirements.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.

B. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at Project site.

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For refrigerant recovery technician.

B. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and for noise control. Indicate proposed locations and construction of barriers.

C. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building managers and other tenants' on-site operations are uninterrupted.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Use of elevator and stairs.
5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

D. Predemolition Photographs or Video: Submit before Work begins.

E. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.7 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

1.8 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. Hazardous materials will be removed by Owner before start of the Work.
2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

E. Storage or sale of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

1.9 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

1.10 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

C. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

D. Survey of Existing Conditions: Record existing conditions by use of measured drawings, preconstruction photographs or video.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
2. Arrange to shut off utilities with utility companies.
3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
    a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
    b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
    c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
    d. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.

3.3 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.

3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.

4. Cover and protect furniture, furnishings, and equipment that have not been removed.

5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 01 50 00 "Temporary Facilities and Controls."

B. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.

2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.

3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.

5. Maintain fire watch during and for at least 24 hours after flame-cutting operations.

6. Maintain adequate ventilation when using cutting torches.

7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.

8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

9. Dispose of demolished items and materials promptly.

B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.

B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.

C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.

D. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.

E. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings." Do not use methods requiring solvent-based adhesive strippers.

F. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight.

1. Remove existing roof membrane, flashings, copings, and roof accessories.
2. Remove existing roofing system down to substrate.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction

1. Do not allow demolished materials to accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

4. Comply with requirements specified in Section 01 74 19 "Construction Waste Management and Disposal."

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 02 41 19

DRAFT

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

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

«Samples»
«»

THE OWNER:
(Name, legal status and address)

«»«»
«»

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.

TABLE OF ARTICLES

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

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

INDEX
(Topics and numbers in bold are section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7, 14.1, 15.2
Addenda
1.1.1, 3.11
Additional Costs, Claims for
3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.5**
Additional Insured
11.1.4
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8, 7.3.8
All-risk Insurance
11.3.1, 11.3.1.1
Applications for Payment
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5.1, 9.6.3, 9.7, 9.10, 11.1.3
Approvals
2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.5.1
Arbitration
8.3.1, 11.3.10, 13.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.4, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2
Architect's Additional Services and Expenses
2.4, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.4, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1, 5.2.1, 11.4.1
Binding Dispute Resolution
9.7, 11.3.9, 11.3.10, 13.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1
Boiler and Machinery Insurance
11.3.2
Bonds, Lien
7.3.7.4, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3
Certificates of Inspection, Testing or Approval
13.5.4
Certificates of Insurance
9.10.2, 11.1.3
Change Orders
1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.3.9
Claims, Definition of
15.1.1
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, 15.1.4
Claims for Additional Time
3.2.4, 3.7.4, 6.1.1, 8.3.2, 10.3.2, 15.1.5
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Claims Subject to Arbitration
15.3.1, 15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4
Commencement of the Work, Definition of
8.1.2
Communications Facilitating Contract Administration
3.9.1, 4.2.4
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7
Compliance with Laws
1.6, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, 6
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.3
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 11.3.9, 14
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, 9.1, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5
Contract Sum, Definition of
9.1
Contract Time
3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5
Contract Time, Definition of
8.1.1

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

CONTRACTOR
3
Contractor, Definition of
3.1, **6.1.2**
Contractor's Construction Schedules
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contractor's Employees
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8
Contractor's Relationship with the Architect
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
9.7
Contractor's Right to Terminate the Contract
14.1, 15.1.6
Contractor's Submittals
3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3
Contractual Liability Insurance
11.1.1.8, 11.2
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.2.5, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.7
Costs
2.4, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Damages for Delay
6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.3, 2.4, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1
Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2, 11.1.2
Emergencies
10.4, 14.1.1.2, 15.1.4
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Equipment, Labor, Materials or
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.5, 15.2.5
Failure of Payment
9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.3.1, 11.3.5, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
Fire and Extended Coverage Insurance
11.3.1.1
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials
10.2.4, 10.3
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, 3.18, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, 11.3.7
Information and Services Required of the Owner
2.1.2, 2.2, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.5
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2
Instruments of Service, Definition of
1.1.7
Insurance
3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 11
Insurance, Boiler and Machinery
11.3.2
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 11.1.2
Insurance, Loss of Use
11.3.3
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, **11.3**
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Interest
13.6
Interpretation
1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12, 15.1.4
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 13.7, 15.4.1.1
Limitations of Liability
2.3, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2
Limitations of Time
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15
Loss of Use Insurance
11.3.3
Material Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 15.2.8
Mediation
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1
Minor Changes in the Work
1.1.1, 3.12.8, 4.2.8, 7.1, **7.4**
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2, 11.3.1
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.3, 2.4, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Notice
2.2.1, 2.3, 2.4, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7, 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1
Notice, Written
2.3, 2.4, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14, 15.2.8, 15.4.1
Notice of Claims
3.7.4, 10.2.8, **15.1.2**, 15.4
Notice of Testing and Inspections
13.5.1, 13.5.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.2.2, 9.6.6, 9.8, 11.3.1.5
Orders, Written
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Information and Services Required of the
2.1.2, **2.2**, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Owner's Authority
1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Financial Capability
2.2.1, 13.2.2, 14.1.1.4
Owner's Liability Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.4, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.3
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, **9.9**, 11.3.1.5
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3, 13.7, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.7.4, 9.6.7, 9.10.3, **11.4**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

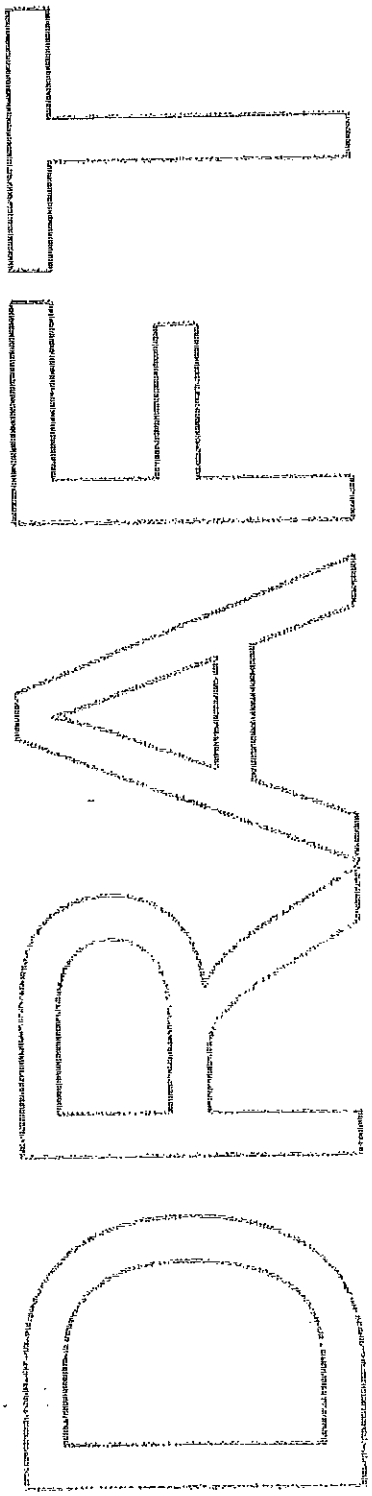
Performance Bond and Payment Bond
7.3.7.4, 9.6.7, 9.10.3, 11.4
Permits, Fees, Notices and Compliance with Laws
2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, 3.12, 4.2.7
Progress and Completion
4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.3
Progress Payments
9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, 11.3
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4
Rejection of Work
3.5, 4.2.6, 12.2.1
Releases and Waivers of Liens
9.10.2
Representations
3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, 13.4, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Special Inspections and Testing
4.2.6, 12.2.1, 13.5
Specifications, Definition of
1.1.6
Specifications
1.1.1, 1.1.6, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14
Statute of Limitations
13.7, 15.4.1.1
Stopping the Work
2.3, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

Subrogation, Waivers of
6.1.1, 11.3.7
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
4.1.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3
Surety
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7
Surety, Consent of
9.10.2, 9.10.3
Surveys
2.2.3
Suspension by the Owner for Convenience
14.3
Suspension of the Work
5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.7.4
Termination by the Contractor
14.1, 15.1.6
Termination by the Owner for Cause
5.4.1.1, 14.2, 15.1.6
Termination by the Owner for Convenience
14.4
Termination of the Architect
4.1.3
Termination of the Contractor
14.2.2
TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1, 12.2.1, 13.5
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5
Time Limits
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 13.7, 15.1.2
Title to Work
9.3.2, 9.3.3
Transmission of Data in Digital Form
1.6
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 7.3.4
Use of Documents
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.4.2
Waiver of Claims by the Contractor
9.10.5, 13.4.2, 15.1.6
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6
Waiver of Consequential Damages
14.2.4, 15.1.6
Waiver of Liens
9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, 11.3.7
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7
Weather Delays
15.1.5.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Notice
2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, 13.3, 14, 15.4.1

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

Written Orders	1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2



AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732306937_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and 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 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 solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and 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, Architect and the Architect's consultants.

§ 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.

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732306997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 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.

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

§ 2.2.4 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.

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

§ 2.3 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, except to the extent required by Section 6.1.3.

§ 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 ten-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.

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 anthority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

§ 3.1.3 The Contractor shall not be relieved of 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1916, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall 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. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. 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.

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

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

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
(1331056903)
User Notes:

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.

§ 3.5 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, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 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. 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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1332056983)

the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§ 3.9 SUPERINTENDENT

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days 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. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project 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 Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

§ 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.

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

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from 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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

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.

§ 3.15 CLEANING UP

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and 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

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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The 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.

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, 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) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

§ 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 has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of 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 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.

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

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

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

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

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

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity 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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(3331056983)

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; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The 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. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly 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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732306997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

the Owner's or separate contractor's 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 be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, 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.

§ 7.3 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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

.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.

§ 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 overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 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; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

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

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

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

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, 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.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; 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.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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, before 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.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. 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.

AIA Document A201® – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

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

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or 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.

§ 9.4 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, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

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

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732306997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

.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; or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 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.

§ 9.6 PROGRESS PAYMENTS

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

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and 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 Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect,

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, 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 the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's 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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect 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.

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

.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of special warranties required by the Contract Documents.

§ 9.10.5 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.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

§ 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.

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, 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 either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS
§ 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 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.

§ 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. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

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

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for 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 the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall 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. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by 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.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S 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 without optional deductibles. 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.

§ 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.

§ 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 effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1916, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 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 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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308987_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

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. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, 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. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

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

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

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

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

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

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

§ 13.4 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.

§ 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732306997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

§ 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 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.

§ 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.

§ 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.

§ 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

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

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the 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.

§ 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732306997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

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

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

§ 14.4.2 Upon receipt of 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 for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

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, 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.

§ 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 and the Owner shall continue to make payments in accordance with the Contract Documents. 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. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
(1331056983)
User Notes:

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 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 indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim 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 at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of 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 mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

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

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

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

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

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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

§ 15.4 ARBITRATION

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

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

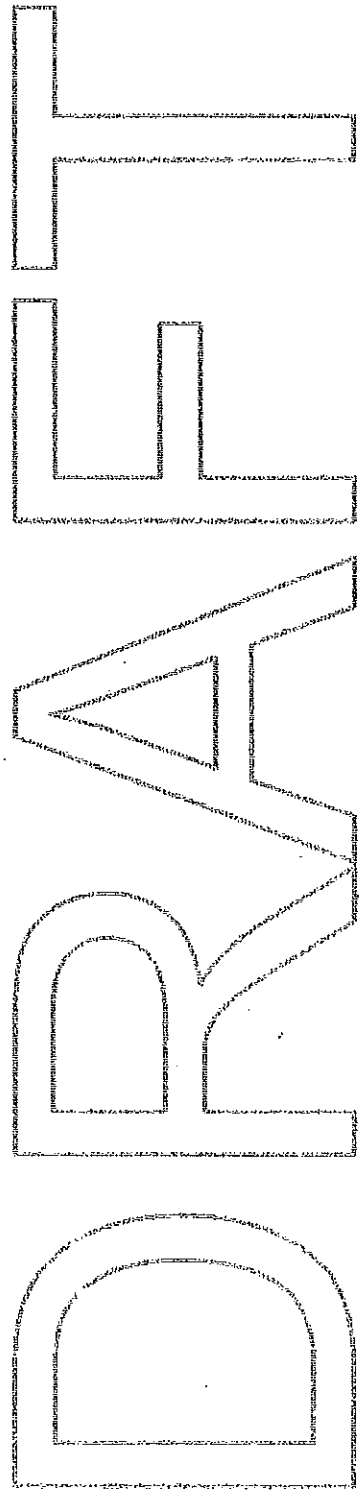
§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially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

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732306997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1331056983)

additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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



AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:55:05 on 03/21/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1331056983)

DRAFT

AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

« »« »
« »

SURETY:
(Name, legal status and principal place of business)

« »« »
« »

OWNER:
(Name, legal status and address)

« »« »
« »

CONSTRUCTION CONTRACT
Date: « »
Amount: $ « »
Description:
(Name and location)

« Samples»
« »

BOND
Date:
(Not earlier than Construction Contract Date)

« »
Amount: $ « »
Modifications to this Bond: [« »] None [« »] See Section 18

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:	« »« »	Name and Title:	« »« »

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

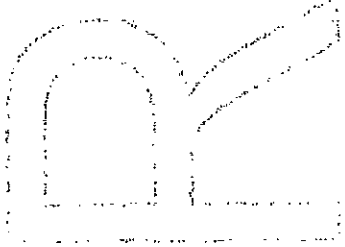
OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

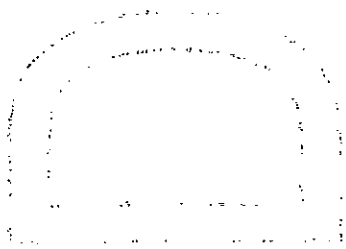
« »
« »
« »
« »
« »
« »

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

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

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





ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AIA Document A312™ – 2010 Payment Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:09:25 on 03/24/2017 under Order No.9732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:

(927887482)

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

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

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

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

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

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

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

.2 have sent a Claim to the Surety (at the address described in Section 13).

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

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

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

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

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

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

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

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

AIA Document A312™ – 2010 Payment Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA™ Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA™ Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:09:25 on 03/24/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(927887482)

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

AIA Document A312™ – 2010 Payment Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:09:25 on 03/24/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:

(927887482)

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

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

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

§ 18 Modifications to this bond are as follows:

« »

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

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:	« »« »	Name and Title:	« »« »
Address:	« »	Address:	« »

AIA Document A312™ – 2010 Payment Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:09:25 on 03/24/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(927887482)

DRAFT

AIA® Document A701™ – 1997

Instructions to Bidders

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

THE OWNER:
(Name, legal status and address)
« »« »
« »

THE ARCHITECT:
(Name, legal status and address)
« »« »
« »

TABLE OF ARTICLES

1 DEFINITIONS

2 BIDDER'S REPRESENTATIONS

3 BIDDING DOCUMENTS

4 BIDDING PROCEDURES

5 CONSIDERATION OF BIDS

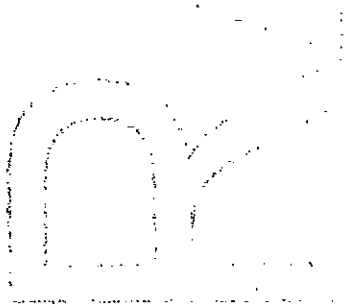
6 POST-BID INFORMATION

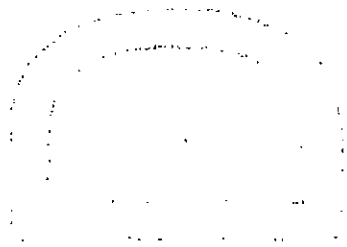
7 PERFORMANCE BOND AND PAYMENT BOND

8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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.





ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AIA Document A701™ – 1997. Copyright © 1970, 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 17:00:35 on 02/14/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1749565762)

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

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

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

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

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

AIA Document A701™ – 1997. Copyright © 1970, 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 17:00:35 on 02/14/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1749565762)

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

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

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

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

§ 3.3 SUBSTITUTIONS

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

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a 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.

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

§ 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

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

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

AIA Document A701™ – 1997. Copyright © 1970, 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 17:00:35 on 02/14/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1749565762)

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

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

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

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

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

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of tbe bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

§ 4.2 BID SECURITY

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

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

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

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

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

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

AIA Document A701™ - 1997. Copyright © 1970, 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 17:00:35 on 02/14/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1749565762)

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

§ 5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2 OWNER'S FINANCIAL CAPABILITY

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

§ 6.3 SUBMITTALS

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

.1 a designation of the Work to be performed with the Bidder's own forces;

.2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and

.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

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

AIA Document A701™ – 1997. Copyright © 1970, 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA™ Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA™ Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 17:00:35 on 02/14/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes: (1749565762)

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

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

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

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

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

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

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

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

AIA Document A701™ – 1997. Copyright © 1970, 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 17:00:35 on 02/14/2017 under Order No.8732308997_1 which expires on 01/01/2018, and is not for resale.
User Notes:
(1749565762)

AFFIRMATIVE ACTION CERTIFICATION

During the term of this contract, Bidder agrees as follows:

Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of payor other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.

Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will received consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it; such factor shall be considered in mitigation in determining appropriate sanctions.

Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures. Bidder shall comply with all state and federal laws prohibiting

discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not posses documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Date _____

_____
(Name of Bidder)

By _____

Title _____

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term " segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub- contractors prior to the award of sub-contracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE _____

_____
(Name of Bidder)

By _____

Title _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that

1. He is _____
(Owner, partner, officer, representative or agent)

of _____, the Bidder that has submitted the bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF SCRANTON (Local Public Agency) or any person interested in the proposed Contract; and;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

NONCOLLUSION AFFIDAVIT
SIGNATURE PAGE

SIGNED _____

_____
TITLE

SUBSCRIBED AND SWORN TO BEFORE ME
THIS _____ DAY OF _____ _____

_____
Title

MY COMMISSION EXPIRES _____

SECTION 004125 – BID FORM, CONTRACT # 103 Electrical

Project Name: City of Scranton Fire Department Facility Improvements

Name of Bidder:	Mike Walsh Electrical Inc	Phone:	570-969-2442
Address:	927 N. State St Clarks Summit, Pa . 18411		
Email:	mikesr@walshelectrical.com	Fax:	570-969-9484

In compliance with the Instructions to Bidders, the undersigned, hereby proposes to furnish all labor, supplies, materials and equipment to construct the Project, within the times specified, as per the Drawings and Specifications and other Contract Documents for the following amount:

Eighty Five Thousand
(Written Amount)

Dollars ($ 85,000.00)
(Figures)

Indicate BASE BID amount in both words and numerals. The amount indicated in numerals shall govern if a discrepancy exists.

ALLOWANCES:

- Reference Specification Section 01 21 00 "Allowances", for values that apply to each Prime Contract, and are included in the above BASE BID amount.

BID SECURITY:

- Attached hereto is a Bid Bond in the amount of ten percent (10%) of the Base Bid.

UNIT PRICES: None

EXHIBIT tabbies "B"

ALTERNATE:

- Indicate in the spaces provided below the amount to be added to the BASE BID if the Owner accepts an alternate as described in Division 01 Specification Section 012300 "Alternates".
- Include in the amount of the Alternates, all labor, materials, overhead and profit, modification of Work specified in Contract Documents, and additional work required by all trades that may be required for the ALTERNATE. Refer to Division 00 Specification Section "INSTRUCTIONS TO BIDDERS" and Division 01 Specification Section "Alternates".

OPTION ALTERNATES:

- Alternates are hereby designated as Option Alternates in accordance with the Instructions to Bidders by the addition of "O/A" following the Alternate number.

Engine #7 Alternate #007 Replace existing generator

Engine #8 Alternate #006 Replace existing generator

Rescue #1 Alternate #006 Provide a mechanical ductless system (2)

ADD to the BASE BID, the sum of:

Engine #7 Alt. 007

Seven Thousand (Written Amount) Dollars ($ 7,000.00 (Figures))

Engine #8 Alt. 006

Seven Thousand Dollars ($ 7,000.00)

Rescue #1 Alt. 006

Ten Thousand Dollars ($ 10,000.00)

PREPARATION OF BID:

- All blanks on the bid form shall be legibly executed in a non-erasable medium.
- Reference the Instructions to Bidders for additional requirements.

POST-BID SUBMITTALS:

- The three (3) apparent low bidders for each prime contract shall provide the following information within 72 hours of receipt of bids upon request:
  - Comparable Product / Equivalent Request Form
  - Proposed Subcontractors Form

BID PROPOSAL FORM / SIGNATURE PAGE

For Corporate Bidder

[Name of Contractor]

Mike Walsh Electrical Inc
(Print Name of Corporation)

Attest: _____ By: _____

Signature of Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or other authorized representative**

Michael Walsh
(Print name of representative)

Signature of President, Vice President or other authorized representative*

Michael J. Walsh
(Print name of representative)

Tax Identification Number 23-2653390

* If a representative other than the President or a Vice President of the Corporation signs this Bid on its behalf, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to execute this Bid on behalf of the Corporation.

** If a representative other than the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer attests to the signature of the corporate representative, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to attest to the execution of this Bid on behalf of the Corporation.

(1) Complete the following statement:

The Corporation has been organized and is existing under laws of the State/Commonwealth of Pennsylvania

(2) If Corporation has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

(3) If Corporation has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

BID PROPOSAL FORM / SIGNATURE PAGE

For Limited Liability Company (LLC) Bidder

_____
(Print Name of Limited Liability Company)

Attest:_____ By: _____
Signature of an authorized representative* Signature of an authorized representative**

Tax Identification Number _____

* The individual attesting verifies and represents that the person whose signature is affixed to this Bid on behalf of the Limited Liability Company (LLC) is duly authorized in accordance with the representations hereafter set forth.
** Check the box which applies to this Bid:
___The Certificate of Organization provides that LLC is to be managed by managers, and this Bid has been executed by a Manager fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.
___The Certificate of Organization does not provide that LLC is to be managed by managers, and this Bid has been executed by a Member fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.
___This Bid has been executed by a representative of the LLC who is not a Manager or a Member of the LLC, and instead who holds the office of _____ (insert title), and the execution of this Bid is fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.
The Bidder and the individuals signing and attesting to the execution of this document further represent that (1) execution of the Bid is carrying on business in the usual way; (2) the LLC authorizes the execution of this Bid even if execution and submission of this Bid is not carrying on business in the usual way for the LLC; and (3) to the best of the individuals' information and belief, the Owner has no knowledge of the Member's or the Manager's lack of actual authority, or of any applicable and relevant restriction on his or her authority.

Complete the following statement: The LLC has been organized and is existing under laws of the State/Commonwealth of _____.

If the LLC has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement: The LLC (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

If the LLC has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as

QUALIFICATIONS STATEMENT

Name and address of Contractor-Bidder: Mike Walsh Electrical, Inc.
927 N. state St
Clarks Summit, Pa. 18411

Submitted To: SCRANTON CITY

Regarding: FIRE DEPARTMENT FACILITY IMPROVEMENTS PROJECT

1. Companies bidding on this Project must submit as set forth in the Instructions to Bidders this Statement of Bidder's Qualification to Scranton City, hereinafter referred to as the "Owner."

2. Only Companies which are determined to be responsible contractors under applicable laws and the Contract Documents will be designated as qualified bidders at the time awards are made on the prime contracts offered on the Project.

3. The Instructions to Bidders and other Bidding Documents govern the Owner's consideration of this completed Statement of Bidder's Qualification.

4. All Bidders must complete this form and submit it with the Bid by answering all questions, and supplying the requested documents, using the spaces indicated (with additional pages if necessary) and attaching documents as required.

I. Capability

1. State your Company's name and the address of your Company's principal place of business (main office or headquarters).

Mike Walsh Electrical, Inc.
927 North State Street
Clarks Summit, Pa. 18411

2. State the categories of work for which your Company desires to be considered on the above Project.

Electrical

3. State your Company's form of organization (sole proprietorship, partnership, corporation, limited liability company, etc.).

Corporation

4. If your Company is a corporation, state:

a. Date of incorporation; 5/15/1991

b. Place of incorporation; Pennsylvania

c. Names and titles of all officers.

Michael J. Walsh President
Michael Walsh Vice President
Beverly Walsh Secretary/Treasurer

Use additional pages if necessary.

d. Provide the names of all your Company's subsidiaries, or parent organizations, and all affiliated organizations, giving the relationship of each to your Company.

N/A

Use additional pages if necessary.

5. If your Company is a limited liability company, state:

   a. Date of filing of the certificate of organization;

   b. State where filed;

   c. Names and titles of all officers, members and managers;

N/A

Use additional pages if necessary.

   d. Provide the names of all your Company's subsidiaries, or parent organizations, and all affiliated organizations, giving the relationship of each to your Company.

N/A

Use additional pages if necessary.

6. If your Company is a partnership (including a joint venture), state:

   a. Date of formation;

   b. Under which state's laws the partnership was formed;

   c. Whether partnership is general or limited;

   d. Names and home addresses of all partners (indicate any limited partners).

N/A

Use additional pages if necessary.

e. Names of all organizations controlled by your Company or any of its partners.

N/A

Use additional pages if necessary.

7. If your Company is a sole proprietorship, or some form of organization other than a corporation, an LLC, or partnership, attach the operating agreement or other documentation governing the activities of the organization, and state:

a. The type of organization and the date established;

b. Names and home addresses of each of the principals.

N/A

Use additional pages if necessary.

c. Names of all organizations controlled by your Company or any of its principals.

N/A

Use additional pages if necessary.

8. Regarding ownership and control

a. List all organizations and individuals who have a financial interest greater than 5% in your Company.

Michael J. Walsh Sr.

Michael Walsh Jr.

Use additional pages if necessary.

b. Identify any other organization or individual who controls or substantially influences the bidding or operation of your Company.

Use additional pages if necessary.

9. Provide the numbers, categories and locations of all employees and officers.

Use additional pages if necessary.

10. Is your Company currently registered to do business in Pennsylvania?

Yes

If not, do you have a pending application for registration?

11. Does your Company hold all necessary licenses to perform the work for which you desire to be considered for this Project? If so, identify those licenses.

Scranton License #1159

If not, identify all pending applications for those licenses:

12. Identify all your Company's offices located in Dauphin, Cumberland, Perry and Lebanon Counties.

N/A

13. Identify all your Company's offices located elsewhere in the Commonwealth of Pennsylvania.

N/A

Use additional pages if necessary.

14. How many years has your Company been in business as a Contractor or Subcontractor under your present business name?

26 years

15. List the years of experience your Company has in the construction of the type required for your contract:

a. as a prime contractor; and

26 Years

b. as a subcontractor.

26 Years

16. State:

a. The percentage of work normally completed using your own employees.

100%

b. The percentage of work your Company intends to complete itself on this Project.

100%

c. The nature of the work your Company will perform itself on this Project and the trades you will employ.

Electrical----electricians

Use additional pages if necessary.

d. The equipment that you own or lease that is available for work on the Project.

Owned Equipment:

All types of electrical tools and scissors lifts

Leased Equipment:

Use additional pages if necessary.

e. The nature of the work which your Company would expect to subcontract on this Project.

None

Use additional pages if necessary.

f. The names and addresses of your Company's major suppliers for this Project

Use additional pages if necessary.

g. A list of all collective bargaining agreements to which you are bound.

IBEW Local 81

Use additional pages if necessary.

17. List the three principal officers, administrators, managers and superintendents who will be assigned to the Project -- identification of qualifications, with specific attention to years in present position, years with your Company, years of construction experience, and magnitude and type of work.

Mike Walsh Sr 45 years

Mike Walsh Jr 15 years

John Dubranski-Project Manager- 26 Years

Use additional pages if necessary.

18. Identify any work your Company has performed for the Owner for each, identify the location of project, nature of contract (prime, sub, etc.), contract amount, kind of work, and nature of project.

Use additional pages if necessary.

19. List other similar projects that your Company has performed in Pennsylvania (up to a maximum of seven of the most recent projects) -- for each, identify the name and address of owner, location of project, nature of contract (prime, sub, etc.), contract amount, kind of work, and nature of project. **You may refer to projects previously identified.**

Use additional pages if necessary.

20. List all of the other projects that involve the **same type of construction** that your company has completed, up to a maximum of seven of the most recent projects -- and for each, identify the name and address of owner, location of project, nature of contract (prime, sub, etc.), contract amount, kind of work, and nature of project. **You may refer to projects previously identified.**

Use additional pages if necessary.

21. List any projects awarded but which your Company failed to complete or on which your Company was declared to be in default -- identify dates, name and address of owner, name and location of project and kind of work, and the reasons the project was not completed.

Use additional pages if necessary.

22. List any projects for which your Company received change orders, settlements or awards exceeding 10% of the original value of the contract in the last five (5) years.

_____

_____

II. Financial Integrity

1. Upon Owner's request, your company shall provide a complete copy of its most recent financial statement, with an explanation of whether it is a certified statement or a compilation, and including but not limited to the following items:

   a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, materials and prepaid expenses), net fixed assets and other assets;

   b. Current liabilities (accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owners, accrued salaries, accrued payroll taxes), other liabilities, and capital (capital stock, authorized and outstanding shares, par values, earned surplus);

   c. Date of preparation, name and address of preparer;

   d. Identification and relationship to your Company of the organization whose financial statement is provided, if such organization is not the identical organization provided on page 1; and

   e. A statement as to whether the organization whose statement is provided will serve as your Company's guarantor under any contract for construction under this Project.

   Financial information identified as such and enclosed in a separate sealed envelope will be treated as confidential.

   If your company is an LLC with a corporate parent, or other subsidiary, and if your company intends to rely on the financial resources of the parent or other subsidiary, tbe Company must submit financial information for that entity as well at the same time.

   The Company agrees to provide the financial statement: X Yes ___ No.

   A negative response shall be conclusively treated as nonresponsive and shall disqualify the Bidder.

2. Provide your Company's net working capital (current assets over current liabilities) and date of determination.

   _____

   _____

   Use additional pages if necessary.

3. Provide identification of all existing credit lines, with the name, address, and telephone number of the credit source, the total amounts of the lines, amounts drawn down, and amounts remaining.

   Fidelity Bank 1,000,000.00

   Tim O'Brien 570-313-1807

   _____

   _____

   Use additional pages if necessary.

4. List the names of your Company's secured creditors, and the property subject to their security interests.

None

Use additional pages if necessary.

5. List the names and addresses of your Company's three largest unsecured creditors.

6. Provide the name, address, and telephone number of your Company's surety for the payment and performance bonds, total bonding capacity, and available bonding capacity.

Metcho Insurance & Bonds

Use additional pages if necessary.

7. Has your Company, within the last three (3) years, been in a reorganization under Chapter 11 of the United States Bankruptcy Code, or in any other manner seeking an arrangement or debt adjustment with its creditors? If so, explain.

No

Use additional pages if necessary.

8. Identify any parent, subsidiary, or other company affiliated with your Company which has declared bankruptcy, or been placed into bankruptcy, in the last ten (10) years.

No

Use additional pages if necessary.

9. Have any of your officers or principal operating personnel been employed or associated with a company that has been in bankruptcy or ceased to operate at any time in the last ten (10) years? If so, state the person's name, title, and the name of the company involved.

No

Use additional pages if necessary.

10. List the name of the Project, the Owner, the Architect or Engineer, the total contract value, the date of completion, and the percentage of work completed with your own forces of the major construction projects which your Company **currently** has under construction, under contract and awarded. **You may refer to projects previously identified.**

Moxie Freedom Power Plant Sordoni Const Borton/Lawson 1,300,000.00 40% complete

Wilkes Media Center Sordoni Const Smith/Miller 400,000.00 90% complete

Nardone Brothers Alvin H Butz Arris Eng 757,000.00 50% complete

Use additional pages if necessary.

11. List the name of the Project, the Owner, the Architect, the Engineer, the total contract value, the date of completion, and the percentage of work completed with your own forces of the major construction projects which your Company has **completed** in the last two (2) years. **You may refer to projects previously identified.**

GeisingrCMC 9,000,000.00 Alvin H Butz Burkavage Design

Bear Creek Charter School 2,200,000.00 Hemmler Camayd Prime Contractor

12. List all unpaid obligations to local, state, or federal taxing authorities, including but not limited to income, withholding and unemployment taxes.

None

Use additional pages if necessary.

13. Identify all cancellations, terminations or rescissions of contracts of insurance or suretyship involving your Company within the last five (5) years.

None

Use additional pages if necessary.

Mike Walsh Electrical, Inc.
(Name of Bidder)

By: _____

President
Title

Date: 5/26/17

ADDENDA:

- The receipt of the following Addenda to the Contract Documents is acknowledged:

Addendum No. 1, dated 5/4/17

Addendum No. 2, dated 5/15/17

Addendum 3 5/16/17

ACCEPTANCE AND EXECUTION OF CONTRACT:

- The undersigned affirms and agrees that this Proposal is a firm one which remains in effect and will be irrevocable for the period of time permitted by the Instructions to Bidders and applicable law. When written notice of acceptance of the Proposal is mailed or delivered to the undersigned within the time period, or anytime thereafter should the Proposal not be withdrawn, the undersigned agrees to execute the Agreement with the Owner and provide the required post-award submittals.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Mike Walsh Electrical, Inc.
927 N. State St.
Clarks Summit, Pa. 18411

SURETY:
(Name, legal status and principal place of business)
Ohio Casualty Insurance Company
62 Maple Ave.
Keene, NH 07102

OWNER:
(Name, legal status and address)
City of Scranton
340 N. Washington Ave.
Scranton, Pa. 18503

BOND AMOUNT: 10%

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

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

PROJECT: City of Scranton fire department facility improvement
(Name, location or address, and Project number, if any)

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

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

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

Signed and sealed this 26th day of May, 2017

(Witness)

Mike Walsh Electrical, Inc.
(Principal) (Seal)

(Title)

(Witness) Mary Jo Davis

Ohio Casualty Insurance Company
(Surety) (Seal)

(Title) Joan M. Evans, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

061110

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6874550

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Joan M. Evans; Mary Jo Davis; Ronald M. Metcho

all of the city of Taylor, state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of February, 2015.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 18th day of February, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposas therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of May, 2017.

By: _____
Gregory W. Davenport, Assistant Secretary

1345

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day

NON-COLLUSION AFFIDAVIT OF BIDDER

STATE / COMMONWEALTH OF Pennsylvania

COUNTY OF Lackawanna

Michael J Walsh, being duly sworn, deposes and says that:

(1) He is President of Mike Walsh Electrical Inc,
(owner, partner, officer, representative, or agent) (company)

the Bidder who has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not collusive or sham Bid;

(4) Neither the said Bidder nor any if its officers, partners, owners, agents, representatives, employees or parties of interest, including the affiant, has, in any way, colluded, conspired, connived, or agreed to any of the following:

To work directly or indirectly with any other Bidder, firm or person to submit this Bid.

To collude in any way to submit or to have submitted a sham Bid for the Contract for which this Bid has been submitted.

To collude in any way to prevent another Bidder from bidding for this Contract.

To agree, collude, communicate or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid, or in the Bids of any other Bidder.

To fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder.

To secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the (owner) or any person(s) in the proposed Contract.

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest including this affiant.

S/

President Title

Subscribed and sworn to before me this

25th day of May 2017.

BY: Beverly Walsh.

TITLE: _____

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
BEVERLY WALSH
Notary Public
SOUTH ABINGTON TWP, LACKAWANNA COUNTY
My Commission Expires May 31, 2020

Note: This document must be completed, signed, notarized and returned with your bid.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
BEVERLY WALSH
Notary Public
SOUTH ABINGTON TWP, LACKAWANNA COUNTY
My Commission Expires May 31, 2020

AFFIRMATIVE ACTION CERTIFICATION

During the term of this contract, Bidder agrees as follows:

Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of payor other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.

Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will received consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it; such factor shall be considered in mitigation in determining appropriate sanctions.

Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures. Bidder shall comply with all state and federal laws prohibiting

discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not posses documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

Bidder shall actively recruit minority subcontractors. or subcontractors with substantial minority representation among their employees.

Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Date 8/28/17

Mike Walsh Electrical, Inc
(Name of Bidder)

By Michael J. Walsh President

Title President

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term " segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub- contractors prior to the award of sub-contracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE 8/28/17

Mike Walsh Electrical, Inc
(Name of Bidder)

By

Title President

RECEIVED
SEP 21 2017
OFFICE OF CITY
COUNCIL/CITY CLERK

Scranton
PENNSYLVANIA
THE ELECTRIC CITY

DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

September 21, 2017

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH MIKE WALSH ELECTRICAL, INC. FOR ELECTRICAL SERVICES FOR THE CITY OF SCRANTON FIRE DEPARTMENT FACILITY IMPROVEMENT PROJECT.

Respectfully,

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2017

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH KEYSTONE QUARRY, INC. TO PROVIDE THE CITY 2000 TON (MORE OR LESS) ANTI-SKID SAND FOR THE PERIOD OCTOBER 25, 2017 THROUGH APRIL 30, 2018.

WHEREAS, a request for Proposals was advertised to provide the City 2000 ton (more or less) anti-skid sand; one (1) proposal was submitted for review; and

WHEREAS, after review of the proposal submitted it was determined that it would be in the best interest of the City to award the Contract to Keystone Quarry, Inc. for the reasons provided in the Memo attached hereto from the Director of the Department of Public Works..

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are authorized to execute and enter into a Contract, substantially in the form attached hereto marked as Exhibit "A" and incorporated herein by reference thereto with Keystone Quarry, Inc. to provide the City 2000 ton (more or less) anti-skid sand for the period October 25, 2017 through April 30, 2018.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intend of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

CONTRACT

This contract entered into this _____ day of _____ 2017 effective from October 25, 2017 to April 30, 2018 by and between the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

KEYSTONE QUARRY, INC.
249 DUNHAM DRIVE
DUNMORE, PA 18512
PHONE (570) 348-3133

hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Scranton desires the Contractor to perform certain work and services in accordance with the terms and conditions hereinafter set forth and the Contractor is ready, willing and able to perform such work and services.

NOW THEREFORE, in consideration of the promises contained herein and the promises each to the other made, the parties do agree and intend to be legally bound as follows:

ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general fields of providing anti-skid sand to the City of Scranton. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

2000 Ton (More or Less) of Type AS3 (similar to AASHTO#8)
Products must be in conformance with Penn-Dot specifications
Anti-Skid Sand for the period
October 25, 2017 thru April 30, 2018
Per the attached Bid Proposal and Specifications

Said services to be furnished and delivered in strict and entire conformity with Scranton's Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference thereto and the Bid Proposal submitted by Keystone Quarry, Inc. dated August 14, 2017 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal and Specifications are hereby made part of this Agreement as fully and with the same effect as if set forth at length herein.

ARTICLE II - GENERAL

(1) In the performance of the work and services hereunder, the Contractor shall act solely as an independent contractor, and nothing contained or implied shall at any time be so construed as to create the relationship of employer and employee, partnership, principal/agent, or joint adventurer as between Scranton and the Contractor.

(2) Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights, or of any other rights hereunder.

ARTICLE III - FEES

Said services to be furnished and delivered in strict and entire conformity with the Bid Proposal and Specifications attached hereto. Said Bid Proposal and Specifications are incorporated herein by reference as though set forth at length.

Scranton agrees to pay the Contractor for furnishing the above services if said services are provided in full compliance with the terms and conditions of this Contract to the satisfaction and approval of the Business Administrator. Such approval shall not be unreasonably withheld. The terms and conditions of this contract are set forth herein and may be supplemented by any attachments or exhibits incorporated herein by reference.

ARTICLE IV - INDEMNIFICATION

The Contractor shall indemnify, defend, and hold harmless Scranton from and against any and all claims and actions, based upon or arising out of damage to property or injuries to person or other acts caused or contributed to by Contractor or anyone acting under the Contractor's direction or control or on the Contractor's behalf in the course of the Contractor's performance under this contract.

ARTICLE V - INSURANCE

(1) Contractor represents that it now carries, and agrees it will continue during the term of this Contract to carry, at a minimum: Workers' Compensation, Comprehensive General and Contractual Liability, and Professional Liability Insurance in the following amounts:

TYPE OF INSURANCE	LIMITS OF LIABILITY
Workers' Compensation	Statutory
Employer's Liability	$ 500,000.00
Professional Liability	$1,000,000.00 each occurrence $1,000,000.00 aggregate
Comprehensive General Liability (including Blanket Contractual Liability Insurance)	
Bodily Injury	$ 1,000,000 each person $ 1,000,000 each occurrence $ 1,000,000 aggregate
Property Damage	$ 500,000 each occurrence
Personal Injury	$ 500,000
Comprehensive Automobile Liability:	
Bodily Injury	$ 300,000 each person $ 500,000 each occurrence
Property Damage	$ 500,000 each occurrence

(2) Certificates of all insurance provided by the Contractor shall be available for Scranton's review and will be furnished to Scranton if requested. Such copies of certificates shall include the following:

(a) Name of insurance company, policy number, and expiration data;
(b) The coverage required and the limits on each, including the amount of

deductibles or self-insured retentions (which shall be for the account of the Contractor);

(c) A statement indicating Scranton shall receive thirty (30) days notice of cancellation or significant modification of any of the policies which may affect Scranton's interest;

(d) A statement confirming Scranton has been named an additional insured (except for Worker's Compensation) on all policies; and

(e) A statement confirming that Scranton, its agents and employees, have been provided a waiver of any rights or subrogation, which the Contractor may have against them.

ARTICLE VI: TERMINATION OF CONTRACT

If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or in the event of violation of any of the covenants contained herein, or in the event of violation of the laws applicable to implementation of the project contemplated by this Agreement, or in the event of misuse of finds, mismanagement, criminal activity or malfeasance in the implementation of this Agreement, Scranton shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR specifying the effective date of termination. Said notice shall be given in writing to the CONTRACTOR and will be effective upon receipt by the CONTRACTOR. In such an event, all project records, unused grant monies, and such amounts as may have been expended contrary to the terms of this Agreement shall be returned to the Scranton.

ARTICLE VII: DEFAULT

In the event of a default by Contractor under this Agreement, the defaulting party then shall reimburse the non defaulting party for all costs and expenses incurred by the non defaulting party in connection with the default, including without limitation, court costs and attorneys fees at the trial level and on appeal.

ARTICLE VIII: JURISDICTION

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and all obligations hereunder are to be performed in Lackawanna County, Pennsylvania. Jurisdiction over the subject matter and performance of this Agreement is therefore vested in the Lackawanna County Court of Common Pleas.

ARTICLE IX - ENTIRE AGREEMENT

This contract constitutes the entire agreement between Scranton and Contractor. It supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter thereof and if it has been induced by no representations, statements, or agreements other than those expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

IT IS FURTHER UNDERSTOOD AND AGREED that this contract is entered into under and subject to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, approved March 7, 1901, its supplements and amendments, and the liability of the City of Scranton herein limited to the amount appropriated for the same and subject to the Section 6-13 of the Administrative Code of the City of Scranton which limits payments of money out of the City Treasury to appropriations made by the Council

IN WITNESS WHEREOF the parties hereto have, in due form of law, caused this agreement to be executed the day and year first above written.

ATTEST:

_____
CITY CLERK

DATE: _____

BY: _____
MAYOR

DATE: _____

COUNTERSIGNED:

_____
CITY CONTROLLER

DATE: _____

_____
DIRECTOR, DEPARTMENT OF PUBLIC WORKS

DATE: _____

APPROVED AS TO FORM:

_____
CITY SOLICITOR

DATE: _____

KEYSTONE QUARRY, INC.

_____
BY:

TITLE: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
101 WEST POPLAR STREET • SCRANTON, PENNSYLVANIA 18508 • PHONE: 570-348-4190 • FAX: 570-348-0197

RECEIVED
SEP 07 2017
DEPT. OF LAW
SCRANTON, PA

Date: September 5, 2017

Subject: City of Scranton
Bids for Anti-Skid Sand

To: Jessica Eskra, Esquire
City Solicitor

From: Dennis Gallagher DG
Director Public Works

This is to inform you that we intend to award a contract to Keystone Quarry for the subject material. This contract is for 2,000 ton (more or less) Ant-Skid, Sand for the period October 25, 2017 thru April 30, 2018. Keystone Quarry was the lowest, most responsible bidder.

Please prepare the necessary contracts.

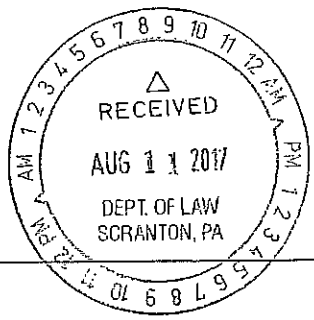
Thank you for your cooperation in this matter.

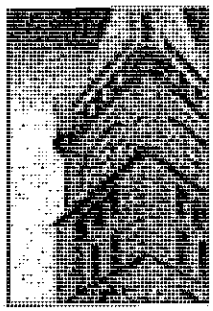
Dennis Gallagher

Cc: Mayor William Courtright
Mrs. Roseann Novembrino, City Controller
Ms. Julie Reed, Purchasing Clerk

Department of Business Administration

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225





SCRANTON

August 10, 2017

Mr. Dennis Gallagher
Department of Public Works
101 W. Poplar Street
Scranton Pa, 18508

Dear Mr. Gallagher,

This is to inform you that bids will be opened in Council Chambers on Friday September 1, 2017 at 10:0 0 A.M. for the following:

2000 Ton (More or Less)
Anti-Skid Sand
For The Period
October 25, 2017 thru April 30, 2018
AS PER SPECIFICATIONS

Attached, please find an Invitation to Bidders, Proposal Blank and Specifications.

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed
Purchasing Clerk

CC: Mayor William Courtright
Mrs. Roseann Novembrino, City Controller
Mrs. Lori Reed, City Clerk
Mr. David Bulzoni, Business Administrator
Mrs. Rebecca McMullen, Financial Manager
Mrs. Jessica Boyles; City Solicitor
File

Department of Business Administration

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225

SCRANTON

September 1, 2017

RECEIVED
SEP 01 2017
DEPT. OF LAW
SCRANTON, PA

Mr. Dennis Gallagher, Director
Department of Public Works
101 W. Poplar Street
Scranton, Penna. 18508

Dear Mr. Gallagher:

This is to inform you that bids were opened on Friday, September 1, 2017 in Council Chambers for **2000 TON (MORE OR LESS) ANTI-SKID SAND FOR PERIOD OCTOBER 25, 2017 THRU APRIL 30, 2018.**

Attached please find a copy of the bids submitted by the following company:

Keystone Quarry, Inc.

After your review of these bids, please inform the Law Office of your decision so they may call for a contract or reject said bids. Thank you for your cooperation in this matter.

Sincerely,

Julie Reed
Purchasing Clerk

Attachments

Cc: Mrs. Roseann Novembrino, City Controller
Mrs. Lori Reed, City Clerk
Mrs. Jessica Eskra, City Solicitor
File

CITY OF SCRANTON

INVITATION TO BIDDERS

SEPARATE SEALED BIDS WILL BE RECEIVED BY THE CITY OF SCRANTON OFFICE OF CITY CONTROLLER, IN CITY HALL, 2ND FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PA., UNTIL FRIDAY, SEPTEMBER 1, 2017 AT 10:00 A.M., AT WHICH TIME THEY WILL BE READ ALOUD IN CITY COUNCIL CHAMBERS, 2ND FLOOR, CITY HALL BY THE BUSINESS ADMINISTRATOR (OR HIS DESIGNEE) FOR THE FOLLOWING:

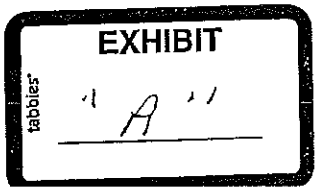
2000 TON (MORE OR LESS)
ANTI-SKID SAND
FOR THE PERIOD
OCTOBER 25, 2017 THRU APRIL 30, 2018
AS PER SPECIFICATIONS

ALL BIDS TO BE IN ACCORDANCE WITH THE SPECIFICATIONS TO BE OBTAINED FROM THE BUREAU OF PURCHASING, 4TH FLOOR, MUNICIPAL BUILDING. ALL PROPOSALS MUST BE SUBMITTED ON FORMS OBTAINED FROM THE BUREAU OF PURCHASING.

EACH BIDDER SHALL ENCLOSE A CASHIER'S CHECK, OR CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $ 1,000.00, AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS OR REJECTS SAME AND AS TO THE SUCCESFUL BIDDER UNTIL THE REQUIRED SURETY BOND IS FURNISHED. PROPOSALS MUST BE TYPEWRITTEN OR WRITTEN LEGIBLY IN BLACK INK. A CASHIER'S CHECK, AND/OR AN OFFICIAL BANK CHECK IS ACCEPTABLE. THE SUCCESSFUL BIDDER, WITH TEN (10) DAYS OF THE NOTIFICATION OF THE AWARD SHALL BE REQUIRED TO FURNISH A SURETY BOND IN THE AMOUNT OF $5,000.00 AS A GUARANTEE TO FURNISH SERVICES AS SPECIFIED. THE CONTRACT SHALL BE AWARDED TO THE LOWEST, MOST RESPONSIBLE BIDDER; HOWEVER, THE CITY OF SCRANTON RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OF ANY BID SUBMITTED.

ENVELOPES CONTAINING BIDS MUST BE PLAINLY MARKED OUTSIDE SPECIFYING MATERIAL CONTAINED IN BID, AND DELIVERED OR MAILED TO THE OFFICE OF THE CITY CONTROLLER, CITY HALL, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNA. 18503, SO AS TO ARRIVE AT THE OFFICE BY THE TIME FIRST SPECIFIED ABOVE.

DAVID BULZONI
BUSINESS ADMINISTRATOR



PROPOSAL BLANK

THE UNDERSIGNED DOES HEREBY DECLARE THAT THEY HAVE CAREFULLY EXAMINED THE ATTACHED BIDDING DOCUMENTS, AND HEREBY PROPOSES TO FURNISH THE CITY OF SCRANTON WITH THE FOLLOWING AS SPECIFIED AND DELINEATED WITHIN THESE DOCUMENTS:

2000 TON (MORE OR LESS) OF TYPE AS3 (SIMILAR TO AASHTO #8) ANTI-SKID SAND FOR THE PERIOD OCTOBER 25, 2017 THRU APRIL 30, 2018 AS PER PENN-DOT SPECIFICATIONS FOR TYPE AS3 (SIMILAR TO ASHTO #8) AS ENCLOSED WITHIN.

$_____
PRICE PER TON DELIVERED

ACCOMPANYING THIS BID IS A CERTIFIED CHECK, CASHIER'S CHECK AND/OR BID BOND NUMBER FOR THE AMOUNT OF $_____, AND WILL SERVE AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS OR REJECTS THE SAME, AND AS TO THE SUCCESSFUL BIDDER, UNTIL THE REQUIRED SURETY BOND (PERFORMANCE) IS FURNISHED.

IF THE UNDERSIGNED IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL FURNISH (WITHIN TEN (10) DAYS OF AWARD), A SURETY BOND IN FAVOR OF THE CITY OF SCRANTON FOR THE AMOUNT OF $_____.

IT IS THE UNDERSTANDING OF THE UNDERSIGNED THAT THE CITY OF SCRANTON MAY REJECT ANY OR ALL BIDS, OR ANY PORTION OF ANY BID FOR THE ABOVE CONTRACT.

THE UNDERSIGNED GUARANTEES THAT IF IT IS THE SUCCESSFUL BIDDER, AND IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL DELIVER THE GOODS OR SERVICES WITHIN THE AFOREMENT-IONED CONTRACT, IT WILL DELIVER THE GOODS OR SERVICES WITHIN _____OF THE AWARDING OF THE CONTRACT.

_____
PRINT/TYPE NAME OF BIDDER

DATE_____ _____
SIGNATURE OF BIDDER

STATE WHETHER INDIVIDUAL
PARTNERSHIP OR CORPORATION COMPANY NAME:_____

_____ ADDRESS:_____
_____

IF INCORPORATED, UNDER THE LAWS _____
OF WHAT STATE? _____

_____ TELEPHONE NO:_____

SPECIFICATIONS FOR ANTI-SKID SAND

TO FURNISH THE CITY OF SCRANTON WITH

2000-TON (MORE OR LESS) ANTI-SKID SAND
TYPES AS3 (SIMILAR TO AASHTO#8). PRODUCTS MUST BE
IN CONFORMANCE WITH PENN-DOT SPECIFICATIONS
AS CONTAINED IN THIS BID PACKET

MUST BE DELIVERED TO:

DEPARTMENT OF PUBLIC WORKS
101 WEST POPLAR STREET
SCRANTON, PENNSYLVANIA. 18509-2616

DELIVERY SCHEDULE: AS **NEEDED**

AFFIRMATIVE ACTION CERTIFICATION

During the term of this contract, Bidder agrees as follows:

Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of payor other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.

Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will received consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it; such factor shall be considered in mitigation in determining appropriate sanctions.

Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures. Bidder shall comply with all state and federal laws prohibiting

discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not posses documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Date _____

_____
(Name of Bidder)

By _____

Title _____

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term " segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub- contractors prior to the award of sub-contracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE _____

_____
(Name of Bidder)

By _____

Title _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that

1. He is _____
(Owner, partner, officer, representative or agent)

of _____ ,the Bidder that has submitted the bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF SCRANTON (Local Public Agency) or any person interested in the proposed Contract; and;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

NONCOLLUSION AFFIDAVIT
SIGNATURE PAGE

SIGNED _____

_____
TITLE

SUBSCRIBED AND SWORN TO BEFORE ME
THIS _____ DAY OF _____ _____

_____
Title

MY COMMISSION EXPIRES _____

CITY OF SCRANTON

INVITATION TO BIDDERS

SEPARATE SEALED BIDS WILL BE RECEIVED BY THE CITY OF SCRANTON OFFICE OF CITY CONTROLLER, IN CITY HALL, 2ND FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PA., UNTIL FRIDAY, SEPTEMBER 1, 2017 AT 10:00 A.M., AT WHICH TIME THEY WILL BE READ ALOUD IN CITY COUNCIL CHAMBERS, 2ND FLOOR, CITY HALL BY THE BUSINESS ADMINISTRATOR (OR HIS DESIGNEE) FOR THE FOLLOWING:

2000 TON (MORE OR LESS)
ANTI-SKID SAND
FOR THE PERIOD
OCTOBER 25, 2017 THRU APRIL 30, 2018
AS PER SPECIFICATIONS

ALL BIDS TO BE IN ACCORDANCE WITH THE SPECIFICATIONS TO BE OBTAINED FROM THE BUREAU OF PURCHASING, 4TH FLOOR, MUNICIPAL BUILDING. ALL PROPOSALS MUST BE SUBMITTED ON FORMS OBTAINED FROM THE BUREAU OF PURCHASING.

EACH BIDDER SHALL ENCLOSE A CASHIER'S CHECK, OR CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $ 1,000.00, AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS OR REJECTS SAME AND AS TO THE SUCCESFUL BIDDER UNTIL THE REQUIRED SURETY BOND IS FURNISHED. PROPOSALS MUST BE TYPEWRITTEN OR WRITTEN LEGIBLY IN BLACK INK. A CASHIER'S CHECK, AND/OR AN OFFICIAL BANK CHECK IS ACCEPTABLE. THE SUCCESSFUL BIDDER, WITH TEN (10) DAYS OF THE NOTIFICATION OF THE AWARD SHALL BE REQUIRED TO FURNISH A SURETY BOND IN THE AMOUNT OF $5,000.00 AS A GUARANTEE TO FURNISH SERVICES AS SPECIFIED. THE CONTRACT SHALL BE AWARDED TO THE LOWEST, MOST RESPONSIBLE BIDDER; HOWEVER, THE CITY OF SCRANTON RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OF ANY BID SUBMITTED.

ENVELOPES CONTAINING BIDS MUST BE PLAINLY MARKED OUTSIDE SPECIFYING MATERIAL CONTAINED IN BID, AND DELIVERED OR MAILED TO THE OFFICE OF THE CITY CONTROLLER, CITY HALL, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNA. 18503, SO AS TO ARRIVE AT THE OFFICE BY THE TIME FIRST SPECIFIED ABOVE.

DAVID BULZONI
BUSINESS ADMINISTRATOR

SPECIFICATIONS FOR ANTI-SKID SAND

TO FURNISH THE CITY OF SCRANTON WITH

2000-TON (MORE OR LESS) ANTI-SKID SAND
TYPES AS3 (SIMILAR TO AASHTO#8). PRODUCTS MUST BE
IN CONFORMANCE WITH PENN-DOT SPECIFICATIONS
AS CONTAINED IN THIS BID PACKET

MUST BE DELIVERED TO:

DEPARTMENT OF PUBLIC WORKS
101 WEST POPLAR STREET
SCRANTON, PENNSYLVANIA. 18509-2616

DELIVERY SCHEDULE: AS NEEDED

PROPOSAL BLANK

THE UNDERSIGNED DOES HEREBY DECLARE THAT THEY HAVE CAREFULLY EXAMINED THE ATTACHED BIDDING DOCUMENTS, AND HEREBY PROPOSES TO FURNISH THE CITY OF SCRANTON WITH THE FOLLOWING AS SPECIFIED AND DELINEATED WITHIN THESE DOCUMENTS:

2000 TON (MORE OR LESS) OF TYPE AS3 (SIMILAR TO AASHTO #8) ANTI-SKID SAND FOR THE PERIOD OCTOBER 25, 2017 THRU APRIL 30, 2018 AS PER PENN-DOT SPECIFICATIONS FOR TYPE AS3 (SIMILAR TO ASHTO #8) AS ENCLOSED WITHIN.

$ *14.49
PRICE PER TON DELIVERED

ACCOMPANYING THIS BID IS A CERTIFIED CHECK, CASHIER'S CHECK AND/OR BID BOND NUMBER FOR THE AMOUNT OF $ 1000.00 , AND WILL SERVE AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS OR REJECTS THE SAME, AND AS TO THE SUCCESSFUL BIDDER, UNTIL THE REQUIRED SURETY BOND (PERFORMANCE) IS FURNISHED.

IF THE UNDERSIGNED IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL FURNISH (WITHIN TEN (10) DAYS OF AWARD), A SURETY BOND IN FAVOR OF THE CITY OF SCRANTON FOR THE AMOUNT OF $ 5000.00 .

IT IS THE UNDERSTANDING OF THE UNDERSIGNED THAT THE CITY OF SCRANTON MAY REJECT ANY OR ALL BIDS, OR ANY PORTION OF ANY BID FOR THE ABOVE CONTRACT.

THE UNDERSIGNED GUARANTEES THAT IF IT IS THE SUCCESSFUL BIDDER, AND IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL DELIVER THE GOODS OR SERVICES WITHIN THE AFOREMENTIONED CONTRACT, IT WILL DELIVER THE GOODS OR SERVICES WITHIN As Needed OF THE AWARDING OF THE CONTRACT.

Keystone Quarry, Inc.
PRINT/TYPE NAME OF BIDDER

DATE 8-14-17

SIGNATURE OF BIDDER
Louis DeNaples, President

STATE WHETHER INDIVIDUAL PARTNERSHIP OR CORPORATION
Corporation

COMPANY NAME: Keystone Quarry, Inc.

ADDRESS: 249 Dunham Drive
Dunmore, PA 18512

IF INCORPORATED, UNDER THE LAWS OF WHAT STATE?
Pennsylvania

TELEPHONE NO: 570-348-3133

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Pennsylvania

COUNTY OF Lackawanna

Louis DeNaples being first duly sworn, deposes and says that

1. He is President
(Owner, partner, officer, representative or agent)
of Keystone Quarry, Inc./, the Bidder that has submitted the bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF SCRANTON (Local Public Agency) or any person interested in the proposed Contract; and;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

NONCOLLUSION AFFIDAVIT
SIGNATURE PAGE

SIGNED _____
Louis DeNaples
President
TITLE

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 14th DAY OF August 2017

_____
Title

MY COMMISSION EXPIRES

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Donna DeNaples-DiLeo, Notary Public
Dunmore Boro, Lackawanna County
My Commission Expires May 27, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

AFFIRMATIVE ACTION CERTIFICATION

During the term of this contract, Bidder agrees as follows:

Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of payor other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.

Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will received consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it; such factor shall be considered in mitigation in determining appropriate sanctions.

Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures. Bidder shall comply with all state and federal laws prohibiting

discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not posses documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

Bidder shall actively recruit minority subcontractors, or subcontractors with substantial minority representation among their employees.

Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Date 8-14-17

Keystone Quarry, Inc.
(Name of Bidder)

By _____

Louis DeNaples
Title President

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term " segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub- contractors prior to the award of sub-contracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE 8-14-17

Keystone Quarry, Inc.

(Name of Bidder)

By

Title Louis DeNaples
President

RECEIVED
SEP 21 2017
OFFICE OF CITY
COUNCIL/CITY CLERK

Scranton
PENNSYLVANIA
DEPARTMENT OF LAW
CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

September 20, 2017

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH KEYSTONE QUARRY, INC. TO PROVIDE THE CITY 2000 TON (MORE OR LESS) ANTI-SKID SAND FOR THE PERIOD OCTOBER 25, 2017 THROUGH APRIL 30, 2018.

Respectfully,

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2017

APPOINTMENT OF JESSICA ROTHCHILD, 244 PUTNAM STREET, SCRANTON, PENNSYLVANIA, 18508, AS A MEMBER OF THE HUMAN RELATIONS COMMISSION, EFFECTIVE SEPTEMBER 12, 2017. MS. ROTHCHILD WILL BE REPLACING REVEREND KATHRYN SIMMONS WHO RESIGNED ON AUGUST 7, 2017. MS. ROTHCHILD WILL FILL THE UNEXPIRED TERM OF REVEREND KATHRYN SIMMONS WHICH IS SCHEDULED TO EXPIRE ON OCTOBER 18, 2018.

WHEREAS, Rev. Kathryn Simmons resigned from the Human Relations Commission effective August 7, 2017, a copy of the confirmation of this resignation is attached hereto as Exhibit "A"; and

WHEREAS, the Mayor of the City of Scranton desires to appoint Jessica Rothchild as a member of the Human Relations Commission effective September 12, 2017. Ms. Rothchild will fill the unexpired term of Rev. Kathryn Simmons, who resigned August 7, 2017, and whose term is scheduled to expire October 18, 2018.

WHEREAS, Jessica Rothchild has the requisite experience, education and training necessary to serve as a member of the Human Relations Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that Jessica Rothchild, 244 Putnam Street, Scranton, Pennsylvania, 18508, is hereby appointed to the Human Relations Commission effective September 12, 2017. Ms. Rothchild will fill the unexpired term of Rev. Kathryn Simmons, who resigned effective August 7, 2017, and whose term is scheduled to expire October 18, 2018.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intend of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

Scranton
PENNSYLVANIA
OFFICE OF THE MAYOR
CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4101 • FAX: 570-348-4251

September 12, 2017

Honorable Council of the City of Scranton
340 N. Washington Avenue
Scranton, Pa. 18503

RE: Human Relations Commission Appointment

Dear Council Members:

Please be advised that I am appointing Jessica Rothchild, 244 Putnam Street, Scranton, PA 18508, as a member of the Human Relations Commission effective September 12, 2017.

Ms. Rothchild will be replacing Rev. Kathryn Simmons who resigned on August 7, 2017. Ms. Rothchild will fulfill the unexpired term of Rev. Simmons which is scheduled to expire on October 14, 2018.

I respectfully request City Council's concurrence in this appointment.

Sincerely,

William L. Courtright

WLC/kg

CC: Jessica Eskra, Esq., City Solicitor
David Bulzoni, Business Administrator
Human Relations Commission
Jessica Rothchild

Scranton
THE ELECTRIC CITY
PENNSYLVANIA

OFFICE OF THE MAYOR
CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4101 • FAX: 570-348-4251

September 12, 2017

Rev. Kathryn Simmons
635 Adams Avenue, Apt. 103
Scranton, Pa. 18510

Dear Rev. Simmons,

Based upon your telephone call on August 7, 2017, whereby you informed the Human Relations Commission that you were resigning effective that day, I wanted to let you know that we accept your resignation and I would like to thank you for your participation on the Human Relations Commission. I truly appreciate your service.

I wish you the best of luck in all of your future endeavors and look forward to working with you in the future as we strive to continue to better our City.

Sincerely,

William L. Courtright
Mayor

Jessica Rothchild
244 Putnam St Scranton, PA 18508
[redacted]

August 30th, 2017

To Whom It May Concern,

I am writing to you to request an appointment to the Scranton Human Relations Commission. I first came to Scranton as an undergraduate student at the University of Scranton in 2007. Since then, I have received my Doctor of Physical Therapy degree and I currently work as a physical therapist for Lehigh Valley Health Network. While at the University, I became passionate about working with the LGBTQ community as President and Founder of the first student LGBTQ organization. Throughout the years, I have continued to work with several LGBTQ organizations on a local, statewide, and national level.

As former Board President of Equality Pennsylvania, I have fought tirelessly for anti-discrimination protections on a statewide level, along with helping municipalities to pass their own anti-discrimination ordinances. My understanding of the establishment and implementation of these ordinances will be helpful on the Human Relations Commission. In addition to being an LGBTQ leader, I have devoted myself to women's issues as a Commissioner on the Pennsylvania Commission for Women. This has afforded me the opportunity to work with Governor Wolf on concerns for women across the Commonwealth.

I've always had an interest in serving the Scranton community and I believe this would be a valuable way for me to utilize my skills. I have care and compassion for Scranton citizens and it would be an honor to help those affected by discrimination. My resume is attached. Please contact me with any questions.

Thank you for your consideration,

Jessica Rothchild

Scranton
THE ELECTRIC CITY
PENNSYLVANIA

DEPARTMENT OF LAW
CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

RECEIVED
SEP 21 2017
OFFICE OF CITY
COUNCIL/CITY CLERK

September 19, 2017

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS A RESOLUTON AUTHORIZING APPOINTMENT OF JESSICA ROTHCHILD, 244 PUTNAM STREET, SCRANTON, PENNSYLVANIA, 18508, AS A MEMBER OF THE HUMAN RELATIONS COMMISSION, EFFECTIVE SEPTEMBER 12, 2017. MS. ROTHCHILD WILL BE REPLACING REVEREND KATHRYN SIMMONS WHO RESIGNED ON AUGUST 7, 2017. MS. ROTHCHILD WILL FILL THE UNEXPIRED TERM OF REVEREND KATHRYN SIMMONS WHICH IS SCHEDULED TO EXPIRE ON OCTOBER 18, 2018.

THE ADMINISTRATION HAS VERIFED THAT THE APPOINTEE HAS NO DELINQUENT CITY TAX OR REFUSE PAYMENTS DUE.

Very truly yours,

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

FILE OF COUNCIL NO. _____

2017

AN ORDINANCE

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE PERIOD BEGINNING JANUARY 1, 2018.

WHEREAS, the planning and application aspects included in the consolidated submission for Community Planning and Development Programs are authorized by the Federal Comprehensive Housing Affordability Strategy (CHAS): Title I of the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. 12702-12711; the Community Development Block Grants (CDBG): Title 1 of the Housing and Community Development Act of 1974, 42 U.S.C. 5304-5320; the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 ("HEARTH"), reauthorized and modified by the McKinney-Vento Homeless Assistance Act of 1987 that includes the Emergency Solutions Grants (ESG); and the HOME Investment Partnerships (HOME): Title II of the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. 12741-12839; and the Housing Opportunities for Persons with AIDS (HOPWA): the AIDS Housing Opportunity Act, 42 U.S.C. 12901-12912.

WHEREAS, the City of Scranton shall be entitled to such funds for the year beginning on January 1, 2018, pending approval of its application; and

WHEREAS, the various federal statutes referenced above required public hearings to be held to ascertain the views and comments of the citizens of City of Scranton, and whereas such hearings have been duly convened; and

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate Officials of the City of Scranton are authorized to take all necessary action in order to implement the consolidated submission for Community Planning and Development Program to be funded Under the Community Development Block Grant (CDBG) Program, Home Investment Partnership (HOME) Program and the Emergency Solutions Grant (ESG) Program.

SECTION 1. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minns the invalid portion. The City reserves the right to amend this Ordinance or any portion tbereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

SECTION 2. This Ordinance shall become effective immediately upon approval.

SECTION 3. This Ordinance is enacted by the Conncil of tbe City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.

Scranton
OECD
Office of Economic and
Community Development

September 5, 2017

Atty. Jessica Eskra, Solicitor
340 North Washington Avenue
Scranton, Pennsylvania 18503

Re: **City of Scranton – Action Plan 2018**
U. S. Department of Housing and Urban Development
Community Development Block Grant Program
HOME Investment Partnership Program
Emergency Solutions Grant (ESG) Program
Ordinance and Proposed 2018 Activities

Dear Atty. Eskra:

Attached please find an Ordinance along with the 2018 CDBG, HOME Program and Emergency Solutions Grant Program proposed activities.

Please review and forward to City Council in order for City Council to place the Ordinance along with the activities on the agenda. Listed below is the suggested timeframe I provided for City Council to follow.

Tuesday, September 5, 2017 - The City of Scranton/OECD advertised in the general circulation section of the Scranton Times a list of all applications that were received requesting to be included in the 2018 Action Plan.

Thursday, September 14, 2017 - Council advertises in the Scranton Times in the general circulation section the Public Meeting to be held in Council Chambers on **Thursday, September 28, 2017** prior to Council's meeting for citizen's comments on the proposed Action Plan 2018. Two weeks advance notice is considered a "safe harbor" by HUD.

Thursday, September 21, 2017 - First Reading of 2018 Action Plan Ordinance.

Thursday, September 28, 2017 - Second Reading of 2018 Action Plan Ordinance City Council's Public Meeting will be held in Council Chambers to receive citizen's comments on the proposed Action Plan 2018. At this time the public has the opportunity to comment on the "proposed" 2018 activities before Council votes. The minutes of this public hearing will be provided by Council to the City of Scranton/OECD to be included in the 2018 Action Plan. If the public is unable to attend this Public Hearing there is a 30 day comment period that enables the public to provide their comments to the City/OECD in writing that will be included in the Action Plan for 2018.

CITY OF SCRANTON OFFICE OF ECONOMIC AND COMMUNITY DEVELOPMENT
340 N. Washington Avenue • Scranton, Pennsylvania 18503 • Tel: (570) 348-4216 • Fax (570)348-4123 • www.scrantonpa.gov

At this time City Council will table this Ordinance to comply with the 30 day comment period.

Please advise this office if Scranton City Council has made arrangements for the OECD staff to participate in this public hearing.

Thursday, November 2, 2017 - Third and final reading; Council votes on the final Ordinance.

HUD recently changed the timing of submission of Action Plans under CPD Notice 16-01. Scranton is not allowed to submit their Action Plan until Scranton receives formula allocation notices for each program by HUD. In past years OECD would submit the first week of March; 2017 Action was not submitted until June 20, 2017.

As always, if you have any questions please do not hesitate me at 570/348-4216, ext. 101.

Sincerely,

Linda B. Aebli

Linda B. Aebli
Executive Director

Lba/

Cc: Atty. Sean Gallagher, Solicitor, OECD
Mr. Tom Preambo, Deputy Director, OECD
Ms. Mary Maroon, Director of Finance and Compliance, OECD
City Council

City of Scranton
Office of Economic and Community Development (OECD)

Action Plan 2018
Community Development Block Grant Program
HOME Program
Emergency Solutions Grant Program

Following review of all applications received by the Scranton's Office of Economic and Community Development (OECD), listed below is an explanation of decisions made regarding the attached proposed funding. If you do not understand or need additional information please do not hesitate to contact the Office of Economic and Community Development.

Scranton's Office of Economic and Community Development (OECD) has estimated the City of Scranton will be receiving approximately **$2,200,000.00** through the Community Development Block Grant Program, **$350,000.00** for the HOME Program and **$230,000.00** for the Emergency Solutions Grant (ESG).

OECD received over $5,300,000.00 and our estimated amount from HUD is $2,200,000.00. Although we did receive very good applications and want to provide funding to everyone; it is impossible.

Community Development Block Grant Program

Public Services – Neighborhood Police Patrol - $261,845.00 (HIGH PRIORITY)

The Neighborhood Police Patrol is an eligible activity and will be classified as a "New Service" under Public Service. The base count for the regular police patrol has been established at **140.** If for any reason the regular police count drops under the 140 count the Neighborhood Police Patrol will be ineligible to fund in 2018. It should be noted that this number does not include the Neighborhood Police Patrol; NPP must be in addition to the regular police officers.

Currently there are four (4) Neighborhood Police Patrol officers. Please keep in mind the number of patrol officers depends on the amount of funding received.

The Neighborhood Police Patrol officers will continue to be on foot and/or bicycles. The Neighborhood Police Patrol will be assigned solely to neighborhoods that qualify for expenditures of federal monies under the new 2010 Census data that became effective July 1, 2014 and pursuant to the Neighborhood Police Patrol Program shall not be subject to assignment to normal patrol functions. All documentation from both the Neighborhood Police Patrol officers and City of Scranton must be properly submitted in order for the City of Scranton to receive reimbursement from the Community Development Block Grant Program.

Public Service Cap based on the estimated $2,200,000.00 cannot exceed $330,000.00.

West Scranton Reconstruction of Roads - $250,000.00

In conjunction with the West Scranton Revitalization economic development activity on South Main Avenue new curbs, lighting and sidewalks to include ADA compliant curb cuts will be installed. This will be in conjunction with the ongoing project that received a $2,500,000.00 RACP Grant and the complete project will cost approximately $5,500,000.00.

Reconstruction of Roads to Include Handicap Curb Cuts - $327,050.00

The Administration is requesting that $400,000.00 be allocated for the reconstruction of roads to include handicap curb cuts. OECD will again look at streets that were not previously eligible to include them on the potential paving list.

New Pumper/Engine for Station #7 - $50,000.00

A new pumper/engine for Station #7 is being purchased through a lease. The $100,000.00 from 2015 and the $100,000.00 from the 2016 Action Plan and the $100,000.00 from 2017 will be used on the lease of the truck. The last payment of $50,000.00 is being requesting for the final payment in 2018.

North Scranton Neighborhood Association / McLain Park - $100,000.00 (HIGH PRIORITY)

NSNA submitted an application for CDBG in the amount of $200,000.00. During our Public Hearings this activity was a high priority in the community. $150,000.00 was awarded in the 2017 Action Plan; along with this additional $100,000.00 will provide $250,000.00 to the project.

Owner-Occupied Housing Rehabilitation Program/Emergency Work - $75,000.00

Prior to the HOME Program in the 1990's Scranton's Housing Rehab Program was funded with CDBG funding. We are finding problems with the HOME Owner-Occupied Rehabilitation Program in the past few years. Under the HOME Program regulations states the home must be brought up to code. There are homes that we are investing $75,000 into and it is not cost efficient to be putting all these funds into one home. Under the CDBG Housing Program we will be able to do emergency work in each home without spending thousands of dollars on one home.

Demolition of Hazardous Structures - $25,000.00

We are requesting to fund this project for $25,000.00 because we still have an additional $80,000.00 from a previous year to use.

The ARC of NEPA - $20,000.00

OECD felt this was a good project to do; the City has not funded the ARC in previous years.

NEPA Youth Shelter - $29,000.00

This is a new applicant. The building is ADA compliant, and would like to make the bathroom ADA compliant.

Center for Independent Living - $5,000.00

This was also a new applicant. Due to the Public Service cap we were only able to provide $5,000.00 to the activity. OECD must be very cautious with this activity that we are only serving Scranton residents.

PROJECTS NOT FUNDED

The City of Scranton through the Office of Economic and Community Development received many well-composed applications that both the Administration and City Council would like to fund. Unfortunately, with the decrease in federal assistance every year, the Administration selected the high priority needs that will aid the vast majority of our Citizens.

Scranton Veterans Memorial - $295,000.00

This activity was the most difficult and agonizing activity not to fund. This application activity is not eligible at the time of submitting the CDBG application. The proposed activity is not consistent with the City of Scranton's 5 year Consolidated Plan. During the creation of Scranton's 5 Year Consolidated Plan that includes the years 2015 to 2019; the City needed to document the category of activities to be funded for the next 5 years. The applicant provided a proposed activity that is mostly for the purpose of creating a "Memorial Monument Park"; unfortunately this is not included in our 5 year Consolidated Plan making the activity ineligible.

Therefore, if this application was to be funded by the City using CDBG funds it would be a critical error in the City's ability to maintain compliance with HUD regulations concerning the priorities established in the 5 Year Consolidated Plan.

If a project is determined to be ineligible and excluded from the City's Consolidated Plan at the time of awarding the funds, it is very problematic for the OECD staff to facilitate the HUD programs for the City and may become a timeliness concern by HUD and could jeopardize future HUD funding.

Also, the application is stating that the meeting the HUD National Objective eligibility would be that the location of the memorial is located in a low to moderate income area according to the 2010 U. S. Census. While this is a true statement in regards to meeting the National Objective the application does not address the eligibility for the activity. The selection of a HUD eligible activity must fall within an approved activity that is provided by HUD.

Other issues that were identified in the application were:

1. **IRS form 990 was incomplete. Only one page was submitted with the application.**
2. **DUNS was not provided**
3. **Scranton School District is donating the land to Post #25. Who will hold title to the land? No agreement was provided. Who owns the land at the time of application?**
4. **No correspondence from the Scranton School District indicating they are in support of this application.**
5. **Besides the Scranton School District donating the land; are they providing any additional funding to the project?**
6. **The budget was not completed.**
7. **The project includes information for "Public Facilities" and "Public Services". If this activity was included in the Consolidated Plan; this project can only be funded under Public Facilities.**
8. **Application indicated that there are no paid employees just volunteers. What is the sustainability of the park over the next decade? Who will maintain the upkeep of the park? You cannot always depend on volunteers to maintain parks.**
9. **Who will maintain the insurance on the property? Also, due to environmental issues; the property is located in a Flood Plain. Who will carry Flood Insurance?**

EMERGENCY SOLUTIONS GRANT PROGRAM - $230,000.00

The Scranton-Lackawanna Continuum of Care meets as a whole and with the assistance of Scranton OECD determines where the greatest need is placed for this funding. There are five components: Street Outreach, Emergency Shelter, Homelessness Prevention, Rapid Re-Housing, Homeless Management Information system (HMIS), along with Administration

HOME PROGRAM - $350,000.00

All HOME Program activities are implemented through OECD.

2018 Applications Received

Community Development Block Grant (CDBG)

Estimated: $2,200,000.00

Update August 31, 2017

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	**2018 Community Development Block Grant**										City/OECD	Public Serv	Legislation	Public Serv
2							National	Matrix	Applicant's	OECD	Proposed Amt	Final Amt	Passed	Passed
3	Applicant Name	Date Recd	Address	Contact Person	Project Name	Project Description	Objective	Code	Proposed Amt	Score	To Council	To Council	ENTER DATE	ENTER DATE
4	City of Scranton (OECD)	6/14/2017	340 N. Washington Ave. Scranton, PA 18503	Lize Carroll Dir. Of Housing	Housing Rehabilitation Program-Emergency Citywide	With this funding OECD can do Emergency Repairs to a property in the City of Scranton. Owners must meet income guidelines.	14A	LMI	$ 200,000.00	100%	$75,000.00			
5	City of Scranton (Fire Department)	6/14/2017	340 N. Washington Ave. Scranton, PA 18503	Allen Lucas Deputy Fire Chief	Scranton Engine # 7	Funding of 3rd payment on Fire Engine loan (see Narrative attached to Application for full description) ONLY NEEDS $50K	03O	LMA	$ 150,000.00	100%	$50,000.00			
6	City of Scranton (Licensing, Inspections & Permits)	6/29/2017	340 N. Washington Ave. Scranton, PA 18503	Patrick L. Hinton-Director	Demolition of Hazardous Structures	Demolition & Disposal of blighted and abandoned properties throughout the City of Scranton **NOTE: WE HAVE A BALANCE OF $80,000.00 FROM PREVIOUS YEAR**	4	SBS	$ 800,000.00	70%	$25,000.00			
7	City of Scranton (OECD)	7/6/2017	340 N. Washington Ave. Scranton, PA 18503	Tom Preambo-Deputy Director	(West Scranton) Sidewalk & Streetscape Improvements	The Administration and coordiantion for the construction of public sidewalks with ADA ramps, streetscape and lighting improvements that will serve to increase economic development in a selected area of West Scranton on South Main Avenue.	3K	LMA	$ 250,000.00	95%	$250,000.00			
8	City of Scranton (Department of Public Works)	07/07/17	340 N. Washington Ave. Scranton, PA 18503	Dennis Gallagher-Director of Public Works	Paving 2018	Paving and Curbcuts in Low-Mod Areas.	3K	LMA	$ 1,500,000.00	95%	$327,050.00			
9	City of Scranton (OECD)	07/07/17	340 N. Washington Ave. Scranton, PA 18503	Tom Preambo-Deputy Director	Economic Development Activities	The Administration and coordination of the City of Scranton's OECD Business Loan Program/Site Infrastructure Improvements to benefit low-to-moderate income persons through job creation where 51% of the positions created are held by low/mod persons.	18A	LMJ	$ 500,000.00	100%	$ 75,000.00			
10	City of Scranton (OECD)	07/31/17	340 N. Washington Ave. Scranton, PA 18503	Mary Marcon Director of Finance and Compliance	2018 Administration Costs	20% of the estimated $2,200,000.00 CDBG allocation for administrative costs	21A	NA	$ 420,000.00	100%	$ 420,000.00			

1394

2018 Applications Received
Community Development Block Grant (CDBG)
Estimated: $2,200,000.00

Update August 31, 2017

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	**2018 Community Development Block Grant**										City/OECD	Public Serv	Legislation	Public Serv
2							National	Matrix	Applicant's	OECD	Proposed Amt	Final Amt	Passed	Passed
3	Applicant Name	Date Rec'd	Address	Contact Person	Project Name	Project Description	Objective	Code	Proposed Amt	Score	To Council	To Council	ENTER DATE	ENTER DATE
11	City of Scranton (OECD)	07/31/17	340 N. Washington Ave. Scranton, PA 18503	Mary Maroon Director of Finance and Compliance	2018 CDBG Admin for HOME	2018 CDBG Admin for HOME admin per 570.206 Matrix21H	21H	NA	$ 20,000.00		$ 20,000.00			
12	City of Scranton (OECD)	7/31/2017	340 N. Washington Ave. Scranton, PA 18503	Mary Maroon Director of Finance and Compliance	Section 108 Loan Payment	Payment of 2019 Section 108 Loan-Scranton Hotel	19F	NA	$ 290,850.00	100%	$ 290,850.00			
13	City of Scranton (OECD)	7/31/2017	340 N. Washington Ave. Scranton, PA 18503	Mary Maroon Director of Finance and Compliance	Section 108 Loan Payment	Payment of 2019 Section 108 Loan-Steamtown Mall Partners	19F	NA	$ 208,100.00	100%	$ 208,100.00			
14	Boys and Girls Club of NEPA	7/31/2017	609 Ash Street Scranton, PA 18510	Julianne Curcura Development Director	Park It Program	The Park it Program is in the neighborhood version of the City of Scranton and the Scranton School District's sites in low-income neighborhoods to provide programing	05D	LMA	$ 47,577.00	97%		$15,000.00		
15	Scranton Police Department	8/1/2017	100 S. Washington Ave Scranton, PA 18503	Maggie Perry Grant Manager	Community Development Officer Program	Hiring four (4) full time Community Development Officers to patrol low to moderate income areas only	05I	LMA	$ 261,848.00	100%		$261,000.00		
16	St. Joseph's Center	8/2/2017	1213 Prospect Ave Scranton, PA 18505	Sr. Maryalice Jacquinot	Mother Infant Program	The mother infant program is a transitional housing program, providing supervised apartment living, intensive case management, and support services to five (5) homeless families at the time to prepare them to move into permanent housing and	0.97	5	$ 25,000.00	97%		$8,000.00		
17	North Scranton Neighborhood Association Watch	8/2/2017		McLain Park Improvement Project	Kathleen Quinn Co-President	Removal of hazardous playground apparatus and replace with state of the art playground equipment. Replacing fencing, walkways inside the park, resurfacing the basketball court and backboards. Purchase and install of flatpole and trash receptacles NOTE: McLain Park received $150,000 in 2017 Action Plan for project	1	03F	$ 200,000.00	100%	$100,000.00			
18	The Catherine McAuley Center	8/3/2017	430 Pittston Avenue Scranton, PA 18505	Rapid Re-Housing Support for Homeless Women Exiting Emergency Shelters	St. Theresa Marques Executive Director	Six (6) months of case management support and rental assistance to three (3) woman and their children to move toward permanent housing	05S	LMC	$ 12,000.00	97%		$5,000.00		

1395

2018 Applications Received

Community Development Block Grant (CDBG)

Estimated: $2,200,000.00

Update August 31, 2017

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	**2018 Community Development Block Grant**										City/OECD	Public Serv	Legislation	Public Serv
2							National	Matrix	Applicant's	OECD	Proposed Amt	Final Amt	Passed	Passed
3	Applicant Name	Date Rec'd	Address	Contact Person	Project Name	Project Description	Objective	Code	Proposed Amt	Score	To Council	To Council	ENTER DATE	ENTER DATE
19	Post 25 VFW	8/3/2017	2291 Rockwell Ave Scranton, PA 18508	Scranton Veterans Memorial Park Project	Patrick Dhem Volunteer	Phsae II of veterans memorial park-completion of park area includes flag station, park equipment, monument completion	53	03F	$ 295,000.00	53%	$0.00			
20	United Neighborhood Centers	8/4/2017	777 Keystone Industrial Park Road Throop, PA 18512	Michael Hanley Chief Executive Director	SCOLA	To provide adult literacy and English as a Second Language classes to residents of the City of Scranton	5H	LMC	$ 20,000.00	97%		$5,000.00		
21	United Neighborhood Centers	8/4/2017	777 Keystone Industrial Park Road Throop, PA 18512	Michael Hanley Chief Executive Director	Bellevue Youth Program	To operate an evening/teen progam at the Bellevue Community Center	05D	LMC	$ 15,000.00	97%		$6,000.00		
22	United Neighborhood Centers	8/4/2017	777 Keystone Industrial Park Road Throop, PA 18512	Michael Hanley Chief Executive Director	Project Hope Summer Camp	To serve low-income children of the City of Scranton ages 5-12, through a summer camp that meets educational, nutritional, and recreational needs.	05D	LMC	$ 80,000.00	97%		$20,000.00		
23	NEPA Youth Shelter	8/4/2017	PO Box 20176 Scranton, PA 18502	Maureen Maher-Gray Executive Director	Teen Afterschool Drop In Center Bathroom Remodel	The existing bathroom was last remodeled in the 1990's and is not ADA compliant. It needs to be gutted and rebuilt.	3	LMC	$ 29,000.00	97%	$29,000.00			
24	Women's Resouce Center	8/4/2017	PO Box 975 Scranton, PA 18501	Margaret A. Ruddy Executive Director	Safe Housing Program for Survivors of Domestic and/or Sexual Violence	Case management, transportation, food, job search, education and training assistance for families in WRC safe housing program	05G	LMC	$ 10,000.00	97%		$5,000.00		
25	Center for Independent Living	8/4/2017	1142 Sanderson Ave Scranton, PA 18509	Timothy Moran CEO	Transitional Skills Program	The program teaches high school students with a variety of physical, intellectual, and cognitive disabilities daily living activities in a simulated living environment	05B	Presumed LMI	$ 40,000.00	82%		$5,000.00		
26	The Arc of NEPA	8/4/2017	115 Meadow Avenue Scranton, PA 18505	Eileen Rempe Director	Sanders Street Community Living Arrangement Porch Replacement	Porch replacement includes handicapped accessibility	3	Presumed LMI	$ 20,000.00	95%	$20,000.00			
27	**TOTAL**								$ 5,394,375.00		$1,870,000.00	$330,000.00	$2,200,000.00	

1396

2018 Proposed Funding-HOME FUNDING ESTIMATED $350,000.00 Updated August 31, 2017

Applicant Name	Date Received	Address	Contact Person	Project Name	Project Description	Requested Amt	OECD SCORE	Nat. Obj.	City/OECD Amt	Passed by City Council
City of Scranton OECD	6/14/2017	340 N. Washington Ave. Scranton, PA 18503	Liza Carroll Dir. Of Housing	2018 Homebuyer Program	To assist income qualified homebuyers purchase homes in the City of Scranton by providing assistance with down payment and closing costs	$75,000.00	100%	LMI	$75,000.00	
City of Scranton OECD	6/14/2017	340 N. Washington Ave. Scranton, PA 18503	Liza Carroll Dir. Of Housing	2018 HOME Admin	10% of each year's HOME funding must be used for reasonable administrative and planning costs, in compliance with HOME rules.	$52,500.00	100%	NA	$35,000.00	
City of Scranton OECD	6/14/2017	340 N. Washington Ave. Scranton, PA 18503	Liza Carroll Dir. Of Housing	2018 CHDO	CHDO is a non-profit community based organization that has staff with capacity to develop affordable housing for the community it serves. At least 15% of HOME funds must be set aside for CHDO. OECD will bid CHDO funding out.	$50,000.00	100%	LMI	$52,500.00	
City of Scranton OECD	6/14/2017	340 N. Washington Ave. Scranton, PA 18503	Liza Carroll Dir. Of Housing	2018 Homeowner Housing Rehab. Program	Rehabilitation of homes located in the City of Scranton to comply with City Codes. Eligibility is based on income. Must be a 1-unit home, must be the primary resident and applicant must not hold ownership in any other property.	$125,000.00	100%	LMI	$90,000.00	
City of Scranton OECD	6/14/2017	340 N. Washington Ave. Scranton, PA 18503	Liza Carroll Dir. Of Housing	2018 Rental Rehab. Program	The Rental Rehabilitation Program (RRP) was initiated by the City of Scranton's Economic and Community Development Department, in response to the local need for standard rental housing that is affordable to low income tenants. RRP provides owners of substandard residential rental property assistance is also provided. Since-family (up to four units) properties are eligible for this program.	$100,000.00	100%	LMI	$97,500.00	
Total:						$402,500.00			$350,000.00	

Emergency Solutions Grant ESG 2018 ESTIMATED $230,000.00

updated 8/14/2017

Applicant's Name	Date Rec'd	Address	Contact Person	Narrative	Proposed Amt.	Score	$138,000.00 cap Emergency Shelter	Components Rapid Re-Housing	Homeless Prevention	Admin 7.5% Cap	Contingency	FINAL AMOUNTS
Catholic Social Services	7/25/2017	504 Penn Avenue Scranton, PA 18509	Stephen Nocilla Executive Director	St. Anthonys Hacen Men's and Women's Shelter	$51,000.00	97%	$50,000.00					$50,000.00
City of Scranton OECD	7/31/2017	City Hall	Mary Maroon Director of Finance and Compliance	2018 ESG Admin	$17,250.00	100%				$17,250.00		$17,250.00
St. Joseph's Center	8/2/2017	2010 Adams Ave Scranton, PA 18509	Sr. Maryalice Jacquinot	Walsh Manor. Provides 24 hour care to homeless pregnant women. Each woman is provided with food, shelter, transportation, pregnancy counseling prenatal care and life skills classes.The women meet individually with a case menger to plan her future goals which include housing, employment, education, care training, etc.	$20,000.00	97%	$19,000.00					$19,000.00
The Catherine McAuley Center	8/3/2017	430 Pittston Ave Scranton, PA 18505	Sr. Therese Marques	The centers emergency shelter/family support program works to move women and children from homelessness to some degree of independence and to assist them to take control of their lives. The women are offered intensive case management for a period of 30 day. The period may be extended if the client, despite following through on her goals is not ready for independence	$12,000.00	97%		$12,000.00				$12,000.00
The Catherine McAuley Center	8/3/2017	430 Pittston Ave Scranton, PA 18505	Sr. Therese Marques	Shelter	$28,000.00	97%	$26,000.00					$26,000.00

Community Intervention Center	8/3/2017	445 N. 6th Ave Scranton, PA 18503	Kim Cadugan	Operational seven days a week, eleven hours a day as a mental health-drug and alchol-homesless drop center	$20,000.00	97%	$18,000.00					$18,000.00
Community Intervention Center	8/3/2017	445 N. 6th Ave Scranton, PA 18503	Kim Cadugan	Rapid rehousing	$10,000.00	97%		$10,000.00				$10,000.00
United Neighborhood Centers	8/4/2017	777 Keystone Industrial Park Road Throop, PA 18512	Michael Hanley Chief Exective Director	Rapid-Re Housing program is an intervention that is informed by the Housing First approach. It assists families with rapid re housing and stabilization services through case management, assistance with housing search and placement, as well as financial support with rental assistance	$31,000.00	97%		$31,000.00				$31,000.00
Contingency	8/4/2017			Funds will be used for cost overruns		NA					$3,495.00	$3,495.00
Women's Resouce Center	8/4/2017	PO Box 975 Scranton, PA 18501	Margaret Ruddy Exec. Director	Emergeny safe housing for survivors of domestic and sexual violence	$27,763.00	97%	$25,000.00					$25,000.00
Women's Resouce Center	8/4/2017	PO Box 975 Scranton, PA 18501	Margaret Ruddy Exec. Director	Rapid rehousing will be provided for victims of domestic and sexual violence	$17,755.00	97%		$17,755.00				$17,755.00
Women's Resouce Center	8/4/2017	PO Box 975 Scranton, PA 18501	Margaret Ruddy Exec. Director	Homeless prevention assistance will be provided for victims of domestic and sexual violence	$500.00	97%			$500.00			$500.00
					$235,268.00		$138,000.00	$70,755.00	$500.00	$17,250.00	$3,495.00	$230,000.00

Scranton
PENNSYLVANIA
DEPARTMENT OF LAW
CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

September 7, 2017

RECEIVED
SEP 14 2017
OFFICE OF CITY
COUNCIL/CITY CLERK

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE PERIOD BEGINNING JANUARY 1, 2018.

Respectfully,

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

FILE OF THE COUNCIL NO. _____

2017

AN ORDINANCE

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT APPLICATION BY THE CITY OF SCRANTON POLICE DEPARTMENT AND, IF SUCCESSFUL, A GRANT AGREEMENT, AND ACCEPT THE FUNDS RELATED THERETO THROUGH THE BJA FY 17 EDWARD BYRNE JUSTICE ASSISTANCE GRANT ("JAG") PROGRAM-LOCAL SOLICITATION IN THE AMOUNT OF $19,133.00.

WHEREAS, the Scranton Police Department is desirous of obtaining funds from the BJA FY 15 Edward Byrne Justice Assistance Grant ("JAG") Program-Local Solicitation in the amount of $19,133.00 toward the purchase of a 3D_HW_LS_FocusM 70 Laser Scanner from FARRO Technologies Inc. A copy of the Grant Application is attached hereto as Exhibit "A" and incorporated herein as if set forth at length; and

WHEREAS, the purpose of this grant is to partner with the Lackawanna County District Attorney's Office on the purchase of a Laser Scanner by FARO Technologies Inc.; and

WHEREAS, the total cost of the purchase is $47,477.00. The Lackawanna County District Attorney's Office will be contributing $28,344.00 towards this purchase.

WHEREAS, the purpose of this purchase is to provide the Scranton Police Department with the ability to capture all evidence at a crime scene or crash scene in a more effective and efficient manner. The Lackawanna County District Attorney's Office is partnering with the City of Scranton on the purchase of this equipment; this will allow the equipment to be operated by the Scranton Police Department and utilized throughout Lackawanna County.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are hereby authorized to apply for and execute a Grant Application, and, if successful, a Grant Agreement, and any and all documents related thereto, and accept any funds awarded through the BJA FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program-Local Solicitation.

SECTION 1. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally

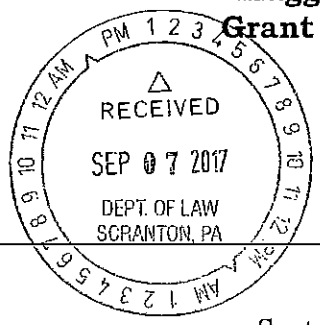
enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

SECTION 2. This Ordinance shall become effective immediately upon approval.

SECTION 3. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.

Police Department
Maggie Perry
Grant Manager

Scranton Police Headquarters
100 South Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 558-8335
Fax: (570) 207-0412
mamclane@scrantonpa.gov



SCRANTON

September 6, 2017

Atty. Jessica Boyles
City of Scranton
340 North Washington Avenue
Scranton, Pa 18503

Re: 2017 JAG Funding

Atty. Boyles,

I respectfully request that you send legislation to City Council to apply for and execute the BJA FY 17 Edward Byrne Memorial Justice Assistance Grant (JAG)- Local Solicitation.

The purpose of this grant is to partner with the Lackawanna County District Attorney's Office on the purchase of a Laser Scanner by FARO Technologies. The amount of the JAG award is $19,133- the DA's Office will be contributing $28,344 towards this purchase.

If you have any questions or concerns please feel free to contact me at 558-8335.

Thank you,

Maggie Perry
Grant Manager

EXHIBIT
"A"

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program
FY 2017 Local Solicitation

Certifications and Assurances
by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2017 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 42 U.S.C. § 3752(a), I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I certify that— (a) the programs to be funded by the award (if any) that OJP makes based on the application described above meet all the requirements of the JAG Program statute (42 U.S.C. §§ 3750-3758); (b) all the information contained in that application is correct; (c) in connection with that application, there has been appropriate coordination with affected agencies; and (d) in connection with that award (if any), the applicant unit of local government will comply with all provisions of the JAG Program statute and all other applicable federal laws.

7. I have examined certification entitled "State or Local Government: FY 2017 Certification of Compliance with 8 U.S.C. § 1373" executed by the chief legal officer of the applicant government with respect to the FY 2017 JAG program and submitted in support of the application described above, and I hereby adopt that certification as my own on behalf of that government.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 42 U.S.C. § 3795a), and also may subject me and the applicant unit of local government to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

Signature of Chief Executive of the Applicant Unit of Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

State or Local Government: FY 2017 Certification of Compliance with 8 U.S.C. § 1373

On behalf of the applicant government entity named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

(1) I am the chief legal officer of the State or local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.

(2) I have carefully reviewed 8 U.S.C. § 1373(a) and (b), including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information on citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition ... and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. § 1373 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.

(3) I (and also the applicant entity) understand that the U.S. Department of Justice will require States and local governments (and agencies or other entities thereof) to comply with 8 U.S.C. § 1373, with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2017 OJP program under which this certification is being submitted ("the FY 2017 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2017 OJP Program.

(4) I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 42 U.S.C. § 901(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (i.e., one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.

(5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning both—

(a) the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2017 OJP Program; and

(b) any prohibitions or restrictions potentially applicable to the "program or activity" sought to be funded under the FY 2017 OJP Program that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. § 1373(a) or (b), whether imposed by a State or local government entity, -agency, or -official.

(6) As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part under the FY 2017 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. § 1373(a); or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 42 U.S.C. § 3795a), and also may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

Signature of Chief Legal Officer of the Jurisdiction	Printed Name of Chief Legal Officer
Date of Certification	Title of Chief Legal Officer of the Jurisdiction

Name of Applicant Government Entity (i.e., the applicant to the FY 2017 OJP Program identified below)

FY 2017 OJP Program: Byrne Justice Assistance Grant ("JAG") Program

BJA FY 17 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation 2017-H3160-PA-DJ

Application | Correspondence | Application: Switch to ...

Review SF-424 Print a Copy

Application Handbook

- Overview
- Applicant Information
- Project Information
- Budget and Program Attachments
- Assurances and Certifications
- Review SF 424
- Submit Application

Help/Frequently Asked Questions

GMS Home

Log Off

APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED	Applicant Identifier
	September 01, 2017	
1. TYPE OF SUBMISSION	3. DATE RECEIVED BY STATE	State Application Identifier
Application Non-Construction		
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5.APPLICANT INFORMATION

Legal Name	Organizational Unit
City Of Scranton	Scranton Police Department
Address 340 N. Washington Ave Scranton, Pennsylvania 18503-1582	**Name and telephone number of the person to be contacted on matters involving this application** Perry, Maggie (570) 558-8335
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 24-6000704	**7. TYPE OF APPLICANT** Municipal
8. TYPE OF APPLICATION New	**9. NAME OF FEDERAL AGENCY** Bureau of Justice Assistance
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA TITLE: Edward Byrne Memorial Justice Assistance Grant Program	**11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT** The Scranton Police Department will utilize JAG Local Solicitation funding for the purchase of a 3D_HW_LS_FocusM 70 Laser Scanner by FARO Technologies Inc.

12. AREAS AFFECTED BY PROJECT

This equipment will be used throughout Lackawanna County in the events of crash reconstruction and crime scene investigation.

13. PROPOSED PROJECT	14. CONGRESSIONAL DISTRICTS OF
Start Date: September 01, 2018 End Date: August 31, 2019	a. Applicant b. Project PA17

15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
Federal	$19,133	
Applicant	$0	

1406

State	$0	Program has not been selected by state for review
Local	$0	
Other	$28,344	
Program Income	$0	**17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?**
TOTAL	$47,477	N

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.

Continue

Edward Byrne Memorial Justice Assistance Grant Program
City of Scranton

PROGRAM NARRATIVE

Statement of Problem:

The City of Scranton is requesting $19,133 in funding to purchase a 3D_HW_LS_FocusM 70 Laser Scanner by FARO Technologies Inc. The purpose of this purchase is to provide the Scranton Police Department to ability to capture all evidence at a crime scene or crash scene in a more effective and efficient manner. The Lackawanna County District Attorney's Office is partnering with the City of Scranton on the purchase of this equipment ; this will allow the equipment to be operated by the Scranton Police Department and utilized throughout Lackawanna County.

In the event of a serious crash or extensive crime scene it takes much time and man power to reconstruct the scene in order to gather evidence. This can not only tie up roadways for long periods of time but also put evidence at risk of contamination. The Laser Scanner can capture all evidence at crime scenes 50% faster, recording millions of measurements in seconds with +-1mm accuracy. This will allow the Scranton Police Department to collect evidence more effectively and efficiently with little to no error.

Project Design and Implementation:

The City of Scranton is partnering with the Lackawanna County District Attorney's Office on the proposed project; together they will work to ensure the Laser Scanner is used throughout the County to promote accurate and efficient evidence collection at crime scenes. The agencies are not only sharing the cost of the equipment but will work together to develop a

policy that guides the use of the equipment closing the gaps in resources available for evidence collection throughout the County.

Plan for Collecting the Data:

The City of Scranton agrees to submit specific performance measures data as part of its reporting under the award. The performance measures will correlate to the goals, objectives and deliverables identified in the solicitation. The performance measures will be based on the following:

- **Goal:** Collect all evidence at crime scenes more effectively and efficiently in order to accurately document the scene with little to no error.
    - **Objective:** Purchase a Laser Scanner to be used to collect evidence at crime scenes; this scanner will record millions of measurements in seconds with +-1mm of accuracy.
        - **Deliverable:** Presentations that can be prepared for court to aid in conviction. These presentations will provide a 3D imaging including all evidence that was collected to give a full and complete depiction of the scene of the crime.

Throughout the project period data will be collected quarterly- this will include number of times the equipment was utilized, the type of crime scene, by which agency, and if presentations were utilized for court. The collection of this data will help determine if the goal is being achieved.

Edward Byrne Memorial Justice Assistance Grant
City of Scranton

BUDGET & BUDGET NARRATIVE

Item Number	Description	Unit Price	Total Price
LS-8-M-70	3D_HW_LS_FocusM 70 Laser Scanner	$21,009	$21,990
SOFTS0302	3D_SW_SD_SCENE Software and License to process data	$6110	$6,110
ACCSS8001	3D_AC_LS_FocuS Battery Power Block	$590	$590
ACCSS6005	3D_AC_LS_Carbon Fiber Compact Tripod	$1150	$1,150
ACCSS0287	200mm Koppa Target with Tripod Mount Kit	$2910	$2,910
ACCSS0299	80mm Koppa Target Set with Trajectory Rods	$1440	$1,440
SOFTS0334	3D_SW_SC_SCENE Extension Forensic software	$2040	$2,040
APPS01002	3D_SW_AP_SCENE Video Pro App	$1370	$1,370
TR-SCN-POS-O	Laser Scanner Training	$4730	$4,730
COMP0121X64	Super Power User Notebook	$5100	$5,100
	Shipping		$47.00
Total:			**$ 47,477.00**

Budget Narrative:

The City of Scranton is requesting $19,133 for the purchase of a Laser Scanner and supporting equipment from FARO Technologies Inc. The total cost of this purchase is $47,477- the City of Scranton will provide a funding match of $28,344 from a commitment of funding from the Lackawanna County District Attorney's Office. This funding will be utilized for a one-time purchase of equipment and will not go towards any other costs associated with administering this equipment.

The City of Scranton will maximize cost effectiveness by allowing law enforcement throughout Lackawanna County to utilize this equipment in the event of a major crime scene or accident reconstruction. Also, this purchase is cost effective because it allows officers to collect evidence 50% faster which means less manpower is required at each scene-saving the City and County thousands of dollars a year.

OFFICE OF THE DISTRICT ATTORNEY
County of Lackawanna
SCRANTON, PENNSYLVANIA

SHANE SCANLON
DISTRICT ATTORNEY
(570) 963-6717
FAX (570) 941-8948

August 29, 2017

To Whom It May Concern:

I am writing in support of The Scranton Police Department applying for funding under the 2017 Local Justice Assistance Grant for the partial purchasing of FARO Laser Scanner for crime scene investigations. The Lackawanna County District Attorney's Office will be contributing a total of $28,344 to help cover the cost of the FARO Laser Scanner.

The Scranton Police Department and Lackawanna County District Attorney's Office will continue to work together to combat crime and keep our community safe. The purchase of this FARO Laser Scanner will allow the police department to do crash reconstruction, crime scene investigation, and crash and crime scene diagrams. Also, this tool will capture 3D representation of any scene, exactly how it was at the time of the scan. Everything the Laser can "see" is recorded as data points, which can digitally take measurements, create diagrams, animate scenes and present a "walk through" of what happened at the scene which is great evidence needed for hearings and trials.

If you should have any questions or concerns please feel free to contact me at 570-963-6717 extension 7401 or email at scanlons@lackawannacounty.org.

Sincerely,

Shane Scanlon
District Attorney

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

OMB Number: 1121-0329
Expiration Date: 12/31/2018

FINANCIAL MANAGEMENT AND SYSTEM OF INTERNAL CONTROLS QUESTIONNAIRE

The financial management system of each non-Federal entity must provide for the following

- Retention requirements for records
- Requests for transfer of records
- Methods for collection, transmission and storage of information
- Access to records
- Restrictions on public access to records

(1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.

(2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.

(3) Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

(4) Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes.

(5) Comparison of expenditures with budget amounts for each Federal award.

(6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means.

(7) Written procedures for determining the allowability of costs.

APPLICANT ORGANIZATIONAL INFORMATION

1. Name of Organization and Address:

Organization Name: City of Scranton- Police Department
Street1: 100 S. Washington Avenue
Street2:
City: Scranton
State: PA: Pennsylvania
Zip Code: 18503

2. Authorized Representative's Name and Title:

Prefix:
First Name: Maggie
Middle Name:
Last Name: Perry
Suffix:
Title: Grant Administrator

3. Phone: (570) 558-8335
4. Fax:
5. Email: mamclane@scrantonpa.gov

6. Year Established:	7. Employer Identification Number (EIN):	8. DUNS Number:
1866	246000704	0604978560000

9. Type of Organization:

☐ State ☒ Municipality ☐ Non-Profit ☐ Higher Education ☐ Tribal ☐ For-Profit
☐ Other:

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

OMB Number: 1121-0329
Expiration Date: 12/31/2018

AUDIT INFORMATION

An audit is conducted using generally accepted auditing standards (GAAS) or Generally Accepted Governmental Auditing Standards (GAGAS) and results in an audit report with an opinion.

10. The organization has undergone the following types of audit(s)(Please check all that apply):

- [x] OMB A-133 Single Audit
- [x] Financial Statement Audit
- [ ] Defense Contract Agency Audit (DCAA)
- [ ] None
- [ ] Programmatic Audit & Agency:
- [ ] Other Audit & Agency:

11. Most Recent Audit: [x] Within the past 12 months [ ] Within the past two years [ ] More than two years

Name of Audit Agency/Firm: SB & Company

AUDITOR'S OPINION:

12. On the most recent audit, what was the auditor's opinion?

[ ] Unqualified Opinion [ ] Qualified Opinion [x] Disclaimer, Going Concern or Adverse Opinions

Please enter the number of findings: 3

Please enter the amount of questioned costs: $0.00

Were material weaknesses noted in either the Financial Statement or Single Audit? [ ] Yes [x] No

ACCOUNTING SYSTEM

13. Which of the following best describes your accounting system:

[ ] Manual [ ] Automated [x] Combination

14. Does the accounting system identify the receipt and expenditure of program funds separately for each grant?	[x] Yes [ ] No [ ] Not Sure
15. Does the accounting system provide for the recording of expenditures for each grant/contract by budget cost categories shown in the approved budget?	[x] Yes [ ] No [ ] Not Sure
16. Does your accounting system have the capability to document the recording of cost sharing or match for each grant? Can you determine if documentation is available to support recorded match or cost share?	[x] Yes [ ] No [ ] Not Sure
17. Are time distribution records maintained for each employee that specifically identify effort charged to a particular grant or cost objective?	[x] Yes [ ] No [ ] Not Sure
18. Does the accounting/financial system include budgetary controls to preclude incurring obligations or costs in excess of total funds available or by budget cost category (e.g. Personnel, Travel, etc.)?	[x] Yes [ ] No [ ] Not Sure
19. Is the organization familiar with the existing Federal regulation and guidelines containing the Cost Principles and procedures for the determination and allowance of costs in connection with Federal grants?	[x] Yes [ ] No [ ] Not Sure

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

OMB Number: 1121-0329
Expiration Date: 12/31/2018

PROPERTY STANDARDS, PROCUREMENT STANDARDS, AND TRAVEL POLICIES

PROPERTY STANDARDS	
20. Does your property management system(s) provide for maintaining: (1) a description of the equipment; (2) an identification number; (3) source of the property, including the award number; (4) where title vests; (5) acquisition date; (6) federal share of property cost; (7) location and condition of the property; (8) acquisition cost; & (9) ultimate disposition information?	☒ Yes ☐ No ☐ Not Sure
PROCUREMENT STANDARDS	
21. Does your organization maintain written procurement procedures which (1) avoid unnecessary purchases; (2) provide an analysis of lease and purchase alternatives; and (3) provide a process for soliciting goods and services?	☒ Yes ☐ No ☐ Not Sure
22. Does your procurement system provide for the conduct to determine selection on a competitive basis and documentation of cost or price analysis for each procurement action?	☒ Yes ☐ No ☐ Not Sure
23. Does your procurement system include provisions for checking the "Excluded Parties List" system for suspended or debarred sub-grantees and contractors, prior to award? Please visit www.sam.gov.	☒ Yes ☐ No ☐ Not Sure
TRAVEL POLICY	
24. Does your organization: (a) maintain a standard travel policy? ☒ Yes ☐ No (b) adhere to the Federal Travel Regulation? (FTR) ☒ Yes ☐ No	
SUBRECIPIENT MANAGEMENT AND MONITORING	
25. (For Pass-through entities only). Does your organization have controls in place to monitor activities of subrecipients, as necessary, to determine that Federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of the award and that performance goals are achieved (2 CFR200)?	☐ Yes ☐ No ☐ Not Sure ☒ N/A (Your organization does not make subawards.)

STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS AND APPLICANT CERTIFICATION

I certify that the above information is complete and correct to the best of my knowledge. This document must be certified by the organization's Authorized Representative, Executive Director, Chief Financial Officer, Chairman of the Board of Directors, or similar position.

Name: David Bulzoni

Date: 2017-08-30

Title: ☐ Executive Director ☐ Chief Financial Officer ☐ Chairman
☒ Other Business Administrator

Phone: (570) 348-4118

Edward Byrne Memorial Justice Assistance Grant
City of Scranton

DISCLOSURE OF HIGH RISK STATUS

The City of Scranton is not designated as high risk by any federal grant making agency.

Edward Byrne Memorial Justice Assistance Grant
City of Scranton

DISCLOSURE OF PENDING APPLICATIONS

The City of Scranton does not have any pending applications for federally funded grants or cooperative agreements that (1) include requests for funding to support the same project being proposed and (2) would cover identical cost items outlined in the budget submitted to OJP as part of the application under this solicitation.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[B] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[A] a. bid/offer/application b. initial award c. post-award	[A] a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☑ Prime ☐ Subawardee Tier , *if known*: City of Scranton 340 N. Washington Avenue Scranton, Pa 18505 **Congressional District**, *if known*:	**Congressional District**, *if known*:
6. Federal Department/Agency: U.S. Department of Justice	**7. Federal Program Name/Description:** Edward Byrne Memorial Justice Assistance Grant CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $ 19,133.00
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): Not Applicable	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): Not Applicable

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature: Maggie Perry
Print Name: Maggie Perry
Title: Grant Manager
Telephone No.: (570) 558-8335 Date: 8/31/2017

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

FARO

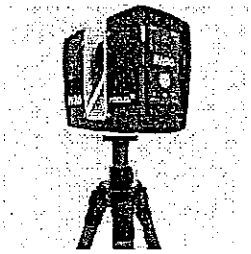
FARO Technologies Inc
250 Technology Park
Lake Mary FL 32746-7115
Phone No: (888)319-7005
Fax No: (407)562-5298
Email: John.Mbwambo@faro.com

Remit to:
FARO Technologies, Inc.
P.O. Box 116908
Atlanta, GA 30368-6908

Quotation No:	20132426
Quote Date:	08/07/2017
Expiration Date:	09/06/2017
Regional Manager:	Dennis Sweet
Account Manager:	Edward Williams
Sales Support:	John Mbwambo
Ship:	Ground
Payment Terms:	Net due in 30 days with approved credit
Delivery Terms:	EXW Origin
Delivery Date:	2-10 Weeks

Bill To :
Scranton Police Department (PA)
340 N Washington Ave
Scranton PA 18503-1546
US

Ship To :
Scranton Police Department (PA)
Joseph Castellano
340 N Washington Ave
Scranton PA 18503-1546
US

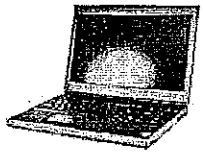
Qty	Item No.	Description	Unit Price	Ext. Price
1	LS-8-M-70	3D_HW_LS_FocusM 70  Laser Scanner FocusM 70 ships with: 1x FocusM 70, with HDR photography, with GPS, compass, altimeter (barometer), dual-axis compensator, WLAN, IP rating 54, 1x Battery Power Block, 1x Battery Power Dock, 1x 90W Power Supply, 1x Optic Cleaning Fluid, 3x Optic Cleaning Tissues, 1x 32GB SD card, 1x SD card reader, 1x SD card cover, 1x rugged transport case, calibration certificate and a quick start guide.	21,990.00	21,990.00
1	SOFTS0302	3D_SW_SC_SCENE SCENE version 6.N. Software and license to process data of FARO 3D Laser Scanners. Includes 1-year of software maintenance.	6,110.00	6,110.00
1	ACCSS8001	3D_AC_LS_FocusS Battery Power Block Power Block battery for FARO Focus S and Scan Localizer	590.00	590.00

PURCHASE AGREEMENT AND CONDITIONS OF SALE Customer will pay any federal, state and local taxes. All conditions of sale, service and warranty as described in FARO standard purchase conditions currently on file with FARO are made as part of this Quotation and are incorporated herein by reference (02FRM522). DR12 PLEASE REFERENCE FARO QUOTE NUMBER ON ALL DOCUMENTS. BY REFERENCING FARO QUOTE, CUSTOMER AGREES TO SAID TERMS AND CONDITIONS AS LISTED ON FARO QUOTATION.

Qty	Item No.	Description	Unit Price	Ext. Price
1	ACCSS6005	3D_AC_LS_Carbon Fiber Compact Tripod High-level carbon fiber tripod for Focus3D X 330 and Focus 3D X 130.	1,150.00	1,150.00
1	ACCSS0287	200mm Koppa Target W/ Tripod Mount Kit Image Not Available A complete package of target spheres along with tripods and other accessories, shipped in 2 crates. Spheres are sprayed with #KoppaTuff" coating. The first crate contains a 6 pack of 200mm target spheres with magnetic bases and individual cotton storage/handling bags, and 6 1/4-20 camera tripod mount plates. The second crate contains tripods and accessories that provide most of the standard mounting options for use in the field. Included are 6 camera tripods, 3 small flexible tripods, 3 traffic cone Adapters, and a dozen 2" fender washers.	2,910.00	2,910.00
1	ACCSS0299	80Mm Koppa Target Set W/ Trajectory Rods A combination set of 12 80mm targets - 6 magnetic base targets, 6 trajectory mount. Includes 6 1/4" x 10" aluminum, magnetic base stand-off rods. All shipped in a plastic storage crate.	1,440.00	1,440.00

Qty	Item No.	Description	Unit Price	Ext. Price
1	SOFTS0334	3D_SW_SC_SCENE Extension Forensic Extension of FARO SCENE software with additional features for forensic applications.	2,040.00	2,040.00
1	APPS01002	3D_SW_AP_SCENE Video Pro App SCENE Video Pro App, for SCENE single user license Plug-in for SCENE 5.N to create animated videos from scan data.	1,370.00	1,370.00
1	TR-SCN-POS-O	Laser Scanner Tr. - Upg to OnSite Upgrade your three-day FARO facility Laser Scanner training to a customer site course for up to four (4) people. Customer site training are designed for up to four (4) trainees to endure proper transfer of knowledge and understanding. Price per class. NOTE: This part number is to be sold only with the purchase of new equipment and is meant to replace training at a FARO facility (TR-LS-SCN-POS).Training will expire if not taken within 90-days of receipt of equipment. Additional travel and lodging fees may be required for travel outside the US and Canada.#	4,730.00	4,730.00

Qty	Item No.	Description	Unit Price	Ext. Price
1	COMP0121X64	Super Power User Notebook High-end notebook computer. Contact your FARO representative for current specifications.	5,100.00	5,100.00



Order Total:	47,430.00
Shipping Total:	47.00
Total in USD:	47,477.00

Suggested Optional Items

Qty	Item No.	Description	Unit Price	Ext. Price
1	SMA-SC-1Y	3D_MA_SC_SCENE Maintenance_1Y_STAND Maintenance for SCENE software. Includes SCENE software upgrades during the term of the contract. Duration: one (1) year. Scope of service according to the conditions of the SCENE maintenance contract.	1,010.00	1,010.00
1	SMA-SC-3Y	3D_MA_SC_SCENE Maintenance_3Y_STAND Maintenance for SCENE software. Includes SCENE software upgrades during the term of the contract. Duration: Three (3) year. Scope of service according to the conditions of the SCENE maintenance contract.	2,540.00	2,540.00
1	SWS-FCX-1Y	3D_WA_LS_Focus3DX Warranty_1Y_STAND One (1) year Standard Warranty for FARO Focus3D X Series includes annual certification and recalibration. Parts, labor and return shipping charges covered. Goal is to have service completed within 10 business days from date of receipt.	4,810.00	4,810.00
1	SWS-FCX-3Y	3D_WA_LS_Focus3DX Warranty_3Y_STAND Three (3) year Standard Warranty for FARO Focus3D X includes annual certification and recalibration. Parts, labor and return shipping charges covered. Goal is to have service completed within 10 business days from date of receipt.	11,900.00	11,900.00
1	SWS-FCS-1Y	3D_WA_LS_FocusS Warranty_1Y_STAND	4,400.00	4,400.00

Qty	Item No.	Description	Unit Price	Ext. Price
		Standard warranty contract for the FARO FocusS. Including free recertification of the FARO FocusS once a year at FARO service centre, free repair of damages which are not caused by the user, technical Hotline, return shipping charges. Price for 1 year. Services based on our General terms and conditions of maintenance.		
1	SWS-FCS-3Y	3D_WA_LS_FocusS Warranty_3Y_STAND Standard warranty for the FARO Laser Scanner FocusS. Included: free recertification of the FARO FocusS once a year at FARO service centre, free repair of damages which are not caused by the user, technical Hotline support, return shipping charges. Duration: 3 years, considers 3 year factory warranty (included with yearly service). Only available at the point of sale of a new unit. Services based on our General terms and conditions of maintenance.	8,390.00	8,390.00

Additional Information

QUOTE TERMS

To accurately and promptly process your order, the following information is required with your Purchase Order:

1. Purchase Order Number (PO#)
2. Bill To AND Ship To Address (even if they are the same)
3. Net 30 or Sooner Payment Terms
4. Prepay and Add Freight Charges OR Collect (with your shippers Account #)
5. Method of Shipment (Best Way, Ground, Overnight, 2DAY)
6. FOB Origin or Destination (for GSA and Warranty ONLY Customers)
7. FARO Quote Number
8. PO Signed and Dated
9. Ship To State Tax Exemption Certificate OR acknowledgement to charge tax
10. Signed Credit Application (New Customers ONLY)

Quoted delivery terms are contingent upon timely receipt of all above listed items.

CALIBRATION CAPABILITIES

FARO meets the calibration requirements of ISO 17025 for FARO USB FaroArms and Bluetooth Gage, and Laser Trackers (when B89 or Standard Calibration for Vantage is requested). If another calibration standard is required please discuss with your Customer Service representative.

FARO USB FaroArms and Bluetooth Gage are certified using calibration procedures developed in accordance with ASME B89.4.22.

FARO Laser Trackers are certified following FARO internal procedures developed in accordance with ISO9001:2008. The ASME B89.4.19 System Calibration (Part #: 960-02589) is an additional calibration process to our FARO Standard Calibration (Part # :ACC-00). The tracker must be put through our standard calibration first before an ASME B89.4.19 System Calibration.

FARO follows the recommendation of the ASME B89.4.22-2004, Appendix J, in the application of the decision rule to testing results. This appendix states "B89 standards that adopt standards referencing ISO 14253-1 as a normative standard shall explicitly state a different default decision rule, where the 4:1 simple acceptance and rejection rule from B89.7.3.1 shall be the default rule unless a different rule is specified.

STANDARD TERMS AND CONDITIONS OF SALE

These standard terms and conditions of sale are the only terms and conditions, oral or written, applying to the sale of equipment, Software, other products or services ('Product') to Purchaser except for additional terms consistent with these standard terms and conditions on prices, quantities, delivery schedules, and the description of the Products as set forth in an order issued by FARO or approved by FARO (each, an 'Order'). FARO hereby objects to and rejects any other terms or conditions appearing on, incorporated by reference in or attached to any purchase order, acceptance, acknowledgement, invoice, transmittal or other document and FARO's acceptance of any Order is expressly made conditional on Purchaser's acceptance of these standard terms and conditions. FARO's failure to object to any provision contained in a document or communication from Purchaser shall not be a waiver of these standard terms and conditions. Acceptance of these standard terms and conditions and any Order, both or either of which may be delivered to Purchaser in electronic form by FARO shall be deemed to have occurred upon the earlier of (i) executing or accepting these standard terms and conditions, (ii) executing or accepting any Order, (iii) when Purchaser is aware that FARO has commenced performance thereunder or (iv) taking delivery of any Products.

All capitalized terms used but not defined in the body of this document are defined in Section 10.00.

1.00 Payment of Purchase Price
1.01 Subject to credit approval by FARO and except as otherwise expressly set forth in an Order, the Purchase Price for Product shall be paid to FARO within thirty (30) days from the date of FARO's invoice. If FARO determines not to extend credit to Purchaser, FARO reserves the right to require Purchaser to pay for Product by wire transfer prior to shipment. FARO shall be entitled to issue an invoice upon shipment of Product. FARO has the right to charge interest on late Purchase Price payments at a rate of 1.5% per month (18% per annum).
1.02 Purchaser shall also pay FARO for any and all governmental taxes, charges or duties of every kind (excluding any tax based upon FARO's income) that FARO may be required to pay with respect to the production, transportation, export, import, storage, delivery, purchase, sale or use of Product. Purchaser shall provide FARO, on request, with properly completed exemption certificates for any tax or duty from which Purchaser claims an exemption.
1.03 Purchaser grants to FARO a security interest in all Product sold pursuant to the Order, which FARO may perfect by filing a UCC Financing Statement or by other filings, registrations or notices as may be required. Any such security interest will remain in effect until FARO has received payment in full of the Purchase Price together with interest on any late Purchase Price payments.
1.04 If Purchaser fails to make full payment of the Purchase Price in accordance with the terms set forth in the Order, FARO shall, at its sole option, have the right to the following remedies, which shall be cumulative and not alternative and which are not exclusive:
a) the right to cancel the Order and enter Purchaser's premises to re-take possession of Product, in which event Purchaser agrees that any down payment or deposit for Product shall be forfeited to FARO as liquidated damages and not as a penalty, and all costs incurred by FARO in connection with the removal and subsequent transportation of Product shall be payable by Purchaser upon written demand;
b) the right to enter Purchaser's premises and remove any Software, components of Product or other items necessary to render Product inoperative;
c) the right to withhold all services which would otherwise be required to be provided by FARO pursuant to the Warranties set out in Section 4.00 hereof;
d) the right to terminate any existing Software license agreement with Purchaser; and
e) the right to pursue any other available remedy, including without limitation suing to collect any remaining balance of the Purchase Price (i.e., accelerate the payment of the Purchase Price, causing the entire balance to immediately become due and payable in full).
1.05 Except as expressly set forth in Section 4.06, FARO does not permit returns on any Products shipped.
1.06 No waiver by FARO of its rights under these terms and conditions shall be deemed to constitute a waiver of subsequent breaches or defaults by Purchaser. In the event more than one Product is being purchased pursuant to the Order, unless otherwise set forth herein, each payment received by FARO from Purchaser shall be applied pro rata against the cost of each Product rather than being applied to the Purchase Price of any Product.
1.07 Purchaser shall pay FARO all costs and expenses of collection, suit, or other legal action to enforce the Order, including, but not limited to, all actual attorneys' and paralegal fees and collection costs FARO may assign any cause of action that it has against Purchaser without Purchaser's consent.

2.00 Delivery and Transportation
2.01 Delivery dates set forth in the Order are estimates and not guarantees, and are based upon conditions at the time such estimate is given.
2.02 FARO shall not be liable for any loss or damage, whether direct, indirect or consequential, resulting from delivery of Product past the estimated delivery date. If Product is not delivered within 90 days of the estimated delivery date, Purchaser's sole remedy shall be to cancel the Order and to recover from FARO, without interest or penalty, the amount of the down payment or deposit and any other part of the Purchase Price which has been paid by Purchaser. Notwithstanding the foregoing, such right of cancellation shall not extend to situations where delayed delivery is due to a Force Majeure Event (as defined in Section 9.01). Any delays resulting from a Force Majeure Event shall extend estimated delivery dates by the length of such delay.
2.03 If there is a shortage of Product, excessive demand for Product or any other reason for which FARO is unable to supply the full amount of Product specified in Purchaser's Order, FARO reserves the right to allocate its available supply of Product among its customers and distributors. The allocation of Product shall be in such a manner and in such amounts as FARO determines in its sole discretion.
2.04 Responsibility for all costs and risks in any way connected with the storage, transportation and installation of Product shall be borne entirely by Purchaser. If any disagreement arises as to whether or not damage to Product was in fact caused in storage, in transit or on installation, the opinion of FARO's technical advisors, acting reasonably, shall be conclusive.
2.05 Unless otherwise agreed to by FARO in an Order, Product shall be delivered by FARO at FARO's premises EXW (Ex Works) as defined in Incoterms 2010.

3.00 Installation, Operator Training and Maintenance
3.01 Purchaser shall be responsible for installation of Product, including, without limitation, the preparation of its premises, the uncrating of Product and setting up of Product for operation.
3.02 Subject to Section 4.00, Purchaser shall be responsible for all maintenance of Product.

4.00 Warranties and Exclusions; Exclusive Remedies and Disclaimers
4.01 Subject to Section 4.05, FARO warrants that any Product (but excluding Software and services) shall be free from material defects in workmanship or material affecting the fitness of Product for its usual purpose under normal conditions of use, service and maintenance. FARO makes no warranty that any Product will operate in an uninterrupted or error free manner.
4.02 Subject to Section 4.05, FARO warrants that any Software shall operate substantially according to written user documentation provided by FARO. FARO makes no warranty that any Software will operate in an uninterrupted or error free manner.
4.03 The warranties set out in paragraphs 4.01 and 4.02 above (together, the 'Warranties') shall expire at the end of the twelve (12) month period commencing on the last day of the calendar month in which Product was delivered to Purchaser (the 'Warranty Period').
4.04 To properly make a claim under the Warranties, Purchaser must deliver written notice to FARO during the Warranty Period, at FARO's contact information set forth on the Order, of a breach of the Warranties, together with a description of such breach in reasonable detail. Within a reasonable time following receipt of such proper notice FARO shall have Product diagnosed by its service personnel. Nothing herein contained shall be construed as obligating FARO to make service, parts, or repairs available for any breach reported after the expiration of the Warranty Period. If Product is determined by FARO, in its reasonable opinion, to be covered by and in breach of the Warranties, FARO will, as Purchaser's sole and exclusive remedy, repair or adjust Product to the extent determined by FARO to be necessary or, at the option of FARO, will replace Product with replacement Product or parts therefor at no cost to Purchaser, other than the cost of shipping Product to FARO pursuant to Section 4.06. If Product is determined by FARO, in its reasonable opinion, not to be covered by or not to be in breach of the Warranties, Purchaser shall pay the cost of service, which shall be the amount that FARO would otherwise charge for an evaluation under a non-warranty service evaluation.
4.05 The Warranties shall not apply to or cover:
a) Any defects in any component of a Product if, in the reasonable opinion of FARO, (i) Product has been improperly stored, installed, operated, or maintained; (ii) the defect was caused by or relates to misuse or extraordinary use of Product, or to use of Product outside the purpose for which Product was designed and manufactured; (iii) Purchaser has permitted unauthorized modifications, additions, deletions, adjustments and/or repair to any Software, hard drive structure or content, or any other part of Product, or which might otherwise affect Product; or (iv) the defect was caused by, or repairs are required as a result of, causes external to FARO workmanship or the materials used by FARO. As used herein, 'unauthorized' means that which has not been approved and authorized by FARO in writing.
b) Any replacement of expendable items, including, but not limited to, fuses, diskettes, printer paper, printer ink, printing heads, disk cleaning materials, or similar cleaning items.
c) Minor preventive and corrective maintenance, including, but not limited to, replacement of fuses, disk drive head cleaning, fan filter cleaning and system clock battery replacement.
d) Any Product or component which was sold or transferred to any party other than the original Purchaser unless transferred in accordance with section 4.11 or prior express written consent is obtained.
e) Any defect in or related to Product which FARO cannot duplicate with reasonable effort.
f) Any defect in or related Product caused by materials, including hardware, software or data not supplied by FARO.
g) Any defect caused or resulting from accident, physical, electrical or magnetic stress, failure of electric power, air condition or environmental controls, use in or with defective or non-compatible equipment, hardware, software or data.
h) Any defect or problem caused by changes in the operating characteristics of computer systems, hardware or software developed after Product is delivered.
i) Any Product exported by Purchaser outside of the United States or Canada.
j) Any demonstration or used Product.
k) Any services of FARO. ALL SERVICES OF FARO ARE PROVIDED TO PURCHASER 'AS IS' WITHOUT WARRANTY OF ANY KIND.
l) Any Third Party Product sold or included with the Products. Such Third Party Products are provided with the manufacturer's warranties, if any, which FARO is permitted to pass on to Purchaser. OTHERWISE, SUCH THIRD PARTY PRODUCTS ARE PROVIDED TO PURCHASER 'AS IS' WITHOUT WARRANTY OF ANY KIND.
4.06 Factory Repairs
a) IF PRODUCT IS UNDER WARRANTY: Purchaser agrees to ship Product to FARO in the original packing container at Purchaser's sole cost and expense. FARO will return the repaired or replacement Product to Purchaser at FARO's sole cost and expense.
IF PRODUCT IS UNDER A SEPARATE PREMIUM SERVICE PLAN: When practical, as determined by FARO in its sole discretion, and subject to availability, FARO will make available to Purchaser substitute component parts or substitute Product ('Temporary Replacements') as appropriate while Purchaser's Product is undergoing repair. Shipping charges for these Temporary Replacements will be the responsibility of FARO.
b) IF PRODUCT IS NOT UNDER WARRANTY: Purchaser shall be responsible for the cost of any repair or replacement of any part, Software or Product, together with all shipping charges related to such repair or replacement. All charges shall be estimated and prepaid by Purchaser to FARO prior to commencement of repairs.
4.07 FARO may authorize the manufacturer of a component of Product to perform any Warranty service.
4.08 Purchaser's sole and exclusive remedy, and FARO's sole and exclusive liability hereunder, with respect to breach of warranty relating to any Product, consists of the obligation to repair, adjust or replace Product as provided in Section 4.04.
4.09 DISCLAIMER OF WARRANTIES. THE WARRANTIES SPECIFIED IN THIS SECTION 4.00 ARE THE COMPLETE WARRANTIES BETWEEN FARO AND PURCHASER. THEY SUPERSEDE ALL PROPOSALS, PROMOTIONS, ADVERTISEMENTS, REPRESENTATIONS OR PRIOR WARRANTIES, VERBAL OR WRITTEN, AND ANY COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THESE WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION 4.00, FARO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PATICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION OR QUALITY, AND NON-INFRINGEMENT.

4.10 FARO does not authorize any person (whether natural or corporate) to assume for FARO any liability in connection with or with respect to Product. No agent or employee of FARO has any authority to make any representation or promise on behalf of FARO, except as expressly set forth herein or in the Order, or to modify the terms or limitations of the Warranties. No verbal statements shall be binding upon FARO.
4.11 The Warranties extend only to Purchaser and are transferable by Purchaser only under the following conditions:
1 .Product is currently within the Warranty Period;
2. The new owner is, or becomes, a Certified User;
3. A FARO warranty transfer form is completed and submitted to FARO Customer Service.
4.12 All claims under the Warranties must originate with Purchaser, or any subsequent owner that becomes a Certified User, and Purchaser will indemnify, defend and hold FARO harmless from any and all claims, liabilities, damages, costs and expenses for breach of warranty asserted against FARO by any third party.
4.13 PURCHASER ACKNOWLEDGES THAT IT HAS PURCHASED PRODUCT BASED UPON ITS OWN KNOWLEDGE OF THE USES TO WHICH PRODUCT WILL BE PUT. FARO SPECIFICALLY DISCLAIMS ANY WARRANTY OR LIABILITY RELATED TO THE FITNESS OF PRODUCT FOR ANY PARTICULAR PURPOSE OR ARISING FROM THE INABILITY OF PURCHASER TO USE PRODUCT FOR ANY PARTICULAR PURPOSE.
4.14 FARO is an equal opportunity employer. All candidates for employment will be considered without regard to race, color, religion, sex, national origin, physical or mental disability, veteran status, or any other basis protected by applicable federal, state or local law.

5.00 Limitations of Liability
5.01. In no case shall FARO be liable for any indirect, special, incidental, punitive or consequential damages arising from any cause whatsoever, whether based in contract, tort (including without limitation negligence), strict product liability or any other theory of law (including without limitation theories of equitable relief), including, but not limited to, injury to or death of any operator or other person, damage or loss resulting from inability to use Product, increased operating costs, loss of production, loss of profits or revenues, loss of software or data, any cost or expense of providing substitute product or software during periods of, or resulting from, malfunction, non-use or maintenance or repair (except as provided in Section 4.06(b)), or damage to property. The disclaimer of liability for indirect, special, incidental, punitive and consequential damages extends to any damages which may be suffered by third parties, including without limitation, caused directly or indirectly resulting from test results or data produced by Product or any component thereof, and Purchaser agrees to indemnify and save FARO harmless from any such claims made by third parties.
5.02 FARO's maximum aggregate liability arising out of or relating to any Product from any cause whatsoever, whether based in contract, tort (including without limitation negligence), strict product liability or any other theory of law shall not exceed the Purchase Price received by FARO for the Product to which such liability relates. In all cases, FARO's maximum aggregate liability arising out of or relating to an Order shall not exceed the aggregate amounts paid by Purchaser to FARO under such Order.
5.03. The limitations of liability in this Section apply even if FARO had notice of the possibility of damages and even if any exclusive remedies fail of their essential purpose. Purchaser acknowledges that FARO has set its pricing in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth in these terms and conditions, and that the same form an essential basis of the bargain between the parties.

6.00 Design Changes
6.01 Product is subject to changes in design, manufacture and programming between the date of the Order and the actual delivery date.
6.02 FARO reserves the right to implement such changes without Purchaser's consent. Notwithstanding the foregoing, nothing contained herein shall be construed as obligating FARO to include such changes in Product provided to Purchaser.

7.00 Intellectual Property
7.01 As between FARO and Purchaser, FARO owns all ownership in all FARO Intellectual Property, and Purchaser shall not own or acquire any right, title or interest in any FARO Intellectual Property. FARO grants Purchaser only a limited, non-exclusive, non-transferable license to use any Software in object code form only and, unless otherwise set forth in an Order or approved in writing by FARO, only with Product in which such Software is installed or embedded.
7.02 Purchaser acknowledges and agrees that the Software contains trade secrets, and confidential and proprietary information, of FARO, and shall maintain all Software as confidential and proprietary information of FARO, and shall use no less than the same degree of care to avoid misuse or improper disclosure of the trade secrets, and confidential and proprietary information, than Purchaser uses with respect to its own similar information, which shall be no less than a reasonable degree of care. Purchaser shall not, in whole or in part, reproduce or duplicate (other than that which is necessary and incidental to the ordinary use of the Software in compliance with these terms and conditions, or for purpose of making one (1) archival or back-up copy of the Software), alter, modify, disassemble, reverse assemble, decompile, reverse compile, reverse engineer, sell, transfer, assign, sublicense, lease, rent or use in connection with a service bureau or to provide services to others, in any manner the Software, in whole or in part, or permit access to or use thereof by any third party.
7.03 Purchaser acknowledges that any unauthorized use of the Software, or any right therein, will result in irreparable harm to FARO, and that FARO shall be entitled to damages, lost profits, attorney's fees, costs, expenses, and injunctive relief, including without limitation temporary restraining orders, preliminary injunctions and permanent injunctions from any such unauthorized use.
7.04 Purchaser shall forthwith execute any further assurances in the form of non-disclosure or licensing agreements which may reasonably be required by FARO in connection with the Software.

8.00 Indemnification
Purchaser will defend, indemnify and hold harmless FARO against all claims, losses, liabilities, damages, costs and expenses either (a) on account of any damage to property or injury or death of persons caused by or arising out of Purchaser's (and/or any of Purchaser's employee's, agent's, affiliate's and customer's) distribution, storage, handling, use, or disposal of Product or caused by or (b) arising out of: (i) any breach of contract by Purchaser; (ii) any acts or omissions of Purchaser (and/or any of Purchaser's employees, agents, affiliates and customers); or (iii) any willful misconduct or any violation by Purchaser (and/or by any of Purchaser's employees, agents, affiliates and customers) of any applicable law, rule or regulation.

9.00 Force Majeure/ Entire Agreement / Governing Law / Miscellaneous
9.01 FARO shall not be liable for any loss, damage, detention or delay due directly or indirectly to any cause beyond FARO's control (a 'Force Majeure Event'), including without limitation, compliance with any rules, regulations, orders or instructions of any federal, state, county, municipal or other government or any department or agency thereof, acts of god, acts or omissions of Purchaser, acts of civil or military authorities, fires, floods, embargoes, war or insurrection, labor interruption through strike or walkout, transportation delays, or inability or difficulties in obtaining necessary labor, manufacturing facilities, materials or transportation from its usual sources.
9.02 These terms and conditions and the Order into which they are incorporated by reference constitute the entire agreement between FARO and Purchaser in respect to Product subject to such Order. There are no representations or warranties by FARO, express or implied, except for those contained herein, and these terms and conditions supersede and replace any proposals, quotations, or agreements, whether oral or written, between FARO and Purchaser with respect to such Order.
9.03 No representative of FARO has any authority to modify, alter, delete or add to any of the terms or conditions hereof. Any such modifications shall be void and of no force and effect.
9.04 The terms and conditions hereof shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Purchaser and FARO agree that the sole and exclusive jurisdiction and venue for purposes of any and all lawsuits, disputes, causes of action, arbitrations or mediations shall be in either (a) the United States District Court for the Middle District of Florida, Orlando Division, or (b) the Business Court of the Ninth Judicial Circuit Court of Orange County, Florida.
9.05 These conditions shall not be construed more strictly against one party than another as a result of one party having drafted said instrument.
9.06 If any provision of these terms and conditions or the Order is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of these terms and conditions and the Order shall remain in full force and effect. Any provision of these terms and conditions or the Order held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
9.07 FARO AND PURCHASER HEREBY IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, UNDER OR IN CONNECTION WITH THE ORDER OR THESE TERMS AND CONDITIONS, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENT OR ACTION RELATED THERETO OR HERETO.
9.08 Any claim, action, suit or other proceeding initiated by Purchaser in connection with any Product must be brought within one year after delivery to Purchaser of the applicable Product to which such claim, action, suit or other proceeding relates.
9.09 Purchaser shall not export or re-export any Product in violation of applicable law, rules or regulations.

10.00 Definitions
10.01 'Certified User' means any person who has completed at full session of product-specific training for Product.
10.02 'FARO' means FARO Technologies, Inc.
10.03 'FARO Intellectual Property' means all intellectual property rights relating to any Product, including without limitation, patents, copyrights, trademarks, trade secrets, and know-how, and any derivative works, improvements, modifications, repairs, maintenance, enhancements and updates of any Product.
10.04 'Purchaser' means the party buying Product and who is legally obligated under the Order.
10.05 'Software' means all computer programs, disk drive directory organization and content, including without limitation the devices containing such computer programs disk drive directory organization and content, sold pursuant to the Order.
10.06 'Purchase Price' means the agreed-upon price of Product set forth in the Order.
10.07 'Third Party Product' shall mean any equipment, products, Software or services of e third party that FARO sells or makes available to Purchaser under an Order.

Project Abstract

OMB No. 1121-0329
Approval Expires 07/31/2016

Part 1: Please identify the applicant point of contact (POC)

Applicant POC	
Organization Name	City of Scranton
POC Name	Maggie Perry
Phone Number	570-558-8335
Email Address	mamclane@scrantonpa.gov
Mailing Address	340 N. Washington Avenue Scranton, Pa 18503

Part 2: Please identify the application

Application Information	
Solicitation Name	Edward Byrne Memorial Justice Assistance Grant Program
Project Title	Crime Scene Investigation
Proposed Start Date	September 1, 2018
Proposed End Date	August 31, 2018
Funding Amount Requested	19,133

Part 3: Please identify the project location and applicant type

Project Location and Applicant Type	
Project Location (City, State)	City of Scranton
Applicant Type (Tribal Nation, State, County, City, Nonprofit, Other)	City

Part 4: Please provide a project abstract

Enter additional project abstract information. Unless otherwise specified in the solicitation, this information includes:

- Statement of the Problem: State the purpose of the project, the problem to be investigated, and the anticipated relevance to policy, practice, and theory.
- Subjects: If applicable, include the number of subjects in the study and a description of their characteristics, such as age, gender, race/ethnicity, and other pertinent attributes.
- Partnerships: Description of any significant partnerships.
- Research Design and Methods: Summarize how the work will be organized and conducted by describing the methods proposed including a clear timeline, the type of data, collection strategies, instruments, study sites, and other methods or procedures; stating the hypotheses and briefly describing the specific aims and rationale; or for technology development efforts, briefly describing how the technology is to be introduced into practice and key technology challenges.
- Analysis: Summarize the techniques proposed for data analysis. Summarize steps to be taken to strengthen the reliability and validity of the analysis.
- Products, Reports, and Data Archiving: Describe the anticipated outcomes and expected products such as data sets, interim and final reports, and tools or technologies. If applicable, describe data to be archived.

Text should be single spaced; do not exceed 400 words.

Project Abstract

The City of Scranton is requesting $19,133 in funding to purchase a 3D_HW_LS_FocusM 70 Laser Scanner by FARO Technologies Inc. The purpose of this purchase is to provide the Scranton Police Department the ability to capture all evidence at a crime scene or crash scene in a more effective and efficient manner. This equipment will be used throughout Lackawanna County when needed.
In the event of a serious crash or extensive crime scene it takes much time and man power to reconstruct the scene in order to gather evidence. This not only ties up roadways for long periods of time but also put evidence at risk of contamination. The Laser Scanner can capture all evidence at crime scenes 50% faster, recording millions of measurements in seconds with +-1mm accuracy. This will allow the Scranton Police Department to collect evidence more efficiently with little to no error.

Goal: Collect evidence at crime scenes more effectively in order to accurately document the scene with little to no error

Objective: Purchase a Laser Scanner to be used to collect evidence at crime scenes; this scanner will record millions of measurements in seconds with =-1mm of accuracy.

Deliverable: Presentations that can be prepared for court to aid in conviction. These presentations will provide a 3D imaging including all evidence that was collected to give a full and complete depiction of the scene of the crime.

Part 5: Please indicate whether OJP has permission to share the project abstract

If the applicant is willing for the Office of Justice Programs (OJP), in its discretion, to make the information in the project abstract above publicly available, please complete the consent section below. Please note, the applicant's decision whether to grant OJP permission to publicly release this information will not affect OJP's funding decisions. Also, if the application is not funded, granting permission will not guarantee that information will be shared, nor will it guarantee funding from any other source.

◯ **Permission not granted**

◉ **Permission granted (Fill in authorized official consent below.)**

On behalf of the applicant named above, I consent to the information in the project abstract above (including contact information) being made public, at the discretion of OJP consistent with applicable policies. I certify that I have the authority to provide this consent.

Authorized Official (AO) Consent	
Signature: Maggie Perry	Date: Aug. 31, 2017
AO Name	Maggie Perry
Title	Grant Manager
Organization Name	City of Scranton
Phone Number	570-558-8335
Email Address	mamclane@scrantonpa.gov

Note: *This document is to be submitted as a separate attachment with a file name that contains the words "**Project Abstract.**"*

Scranton
PENNSYLVANIA
DEPARTMENT OF LAW
CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

September 13, 2017

RECEIVED
SEP 14 2017
OFFICE OF CITY
COUNCIL/CITY CLERK

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT APPLICATION BY THE CITY OF SCRANTON POLICE DEPARTMENT AND, IF SUCCESSFUL, A GRANT AGREEMENT, AND ACCEPT THE FUNDS RELATED THERETO THROUGH THE BJA FY 17 EDWARD BYRNE JUSTICE ASSISTANCE GRANT ("JAG") PROGRAM-LOCAL SOLICITATION IN THE AMOUNT OF $19,133.00.

Respectfully,

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

FILE OF THE COUNCIL NO. _____

2017

AN ORDINANCE

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE THE DEED CONVEYING TITLE FROM RSM PROPERTIES, LLC, THE PROPERTY LOCATED AT 248-256 WYOMING AVENUE, SCRANTON PENNSYLVANIA TO THE CITY OF SCRANTON, AS MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

WHEREAS, this DEED, by and between RSM PROPERTIES, LLC, of the City of Scranton, County of Lackawanna County, Commonwealth of Pennsylvania, (hereinafter referred to as the "GRANTOR") , and the CITY OF SCRANTON, County of Lackawanna County, Commonwealth of Pennsylvania, (hereinafter referred to as the "GRANTEE") in consideration for the sum of Three Hundred Seventy-Five Thousand ($375,000.00) Dollars, in hand paid, the receipt whereof acknowledged; the Grantor does hereby grant and convey to said Grantee; its Agents and Assigns ALL that certain piece or parcel of land situate, lying and being in the Eighth Ward of the City of Scranton, County of Lackawanna and Commonwealth of Pennsylvania, as more fully described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the City intends to use this parcel of property for greenspace in the downtown area.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City officials are hereby authorized to execute the Deed conveying title from RSM PROPERTIES, LLC, the property located at 248-256 Wyoming Avenue, Scranton, Pennsylvania to the City of Scranton as more fully described in Exhibit "A" attached hereto and made a part hereof.

SECTION 1. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

SECTION 2. This Ordinance shall become effective immediately upon approval.

SECTION 3. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.

THIS DEED

MADE, the _____ day of _____, in the year of our Lord Two-Thousand Seventeen (2017) A.D.

BETWEEN RSM PROPERTIES, LLC, of the City of Scranton, County of Lackawanna, Commonwealth of Pennsylvania, hereinafter referred to as the GRANTOR;

AND

CITY OF SCRANTON, of the County of Lackawanna, Commonwealth of Pennsylvania, hereinafter referred to as the GRANTEE;

WITNESSETH, that in consideration of three hundred seventy five thousand dollars ($375,000.00), in hand paid, the receipt whereof is hereby acknowledged; the Grantor does hereby grant and convey to said Grantee, its Agents and Assigns,

ALL that certain piece or parcel of land situate, lying and being in the Eighth Ward of the City of Scranton, County of Lackawanna and Commonwealth of Pennsylvania, to wit:

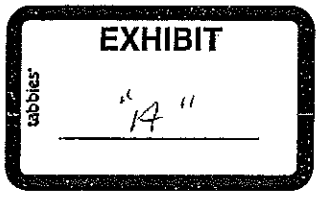
Being all of Lot No. 13 and the easterly portion of Lot No. 12, in Block No. 37 on the Lackawanna Iron and Coal Company's Plot of the City of Scranton, situate on the southeasterly corner of Linden Street and Wyoming Avenue, being sixty-five (65') feet, more or less, in front on Wyoming Avenue, same width in rear, and extending of that width one hundred fifty (150') feet along Linden Street, with the right to enclose, use and occupy ten (10') feet in front of the front line of said Lot on Wyoming Avenue and Linden Street for yard, vault, porch, piazza, cellarway, bay window, but for no other purpose.

Subject to the same exceptions, restrictions, reservations and conditions as are contained in deeds forming the chain of title

BEING the same premises conveyed by Edward C. Golden and Agnes M. Golden, his wife, to RSM Properties, LLC by Deed dated July 28, 2008 and recorded in Lackawanna County Recorder of Deeds Office at instrument number 200818955.

Tax Map No. 15627-020-003

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE EXCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT, OR MODIFY



ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

And the said Grantors will Specially Warrant the property hereby conveyed.

IN WITNESS WHEREOF, the Grantor have hereunto set its hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____ [SEAL]

COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF LACKAWANNA)

ON THIS, the _____ day of _____, 2017, before me, a Notary Public, the undersigned Officer, personally appeared, _____, known to me (or satisfactorily proven) to be the person whose name(s) is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public

I hereby certify that the precise address of the Grantee is:

City Hall
340 N. Washington Avenue
Scranton, PA 18503

_____
Attorney for Grantee

Scranton
PENNSYLVANIA
DEPARTMENT OF LAW
CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

September 13, 2017

RECEIVED
SEP 14 2017
OFFICE OF CITY
COUNCIL/CITY CLERK

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE THE DEED CONVEYING TITLE FROM RSM PROPERTIES, LLC, THE PROPERTY LOCATED AT 248-256 WYOMING AVENUE, SCRANTON PENNSYLVANIA TO THE CITY OF SCRANTON, AS MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Respectfully,

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

FILE OF THE COUNCIL NO. _____

2017

AN ORDINANCE

CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229622 ENTITLED "LINDY CREEK FLOOD PROJECT 2017" FOR THE RECEIPT AND DISBURSEMENT OF MATCHING GRANT FUNDS FROM THE COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("DEP") FOR REHABILITATION ASSISTANCE FOR THE LINDY CREEK FLOOD PROJECT.

WHEREAS, the matching grant funds received from DEP deposited into this account will be used for rehabilitation assistance for the Lindy Creek Flood Project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that Special City Account No. 02.229622 is hereby established and that any and all appropriate City officials are authorized to execute any and all documents necessary to set up said account.

SECTION 1. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

SECTION 2. This Ordinance shall become effective immediately upon approval.

SECTION 3. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Option Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.

DEPARTMENT OF BUSINESS ADMINISTRATION

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4118 • FAX: 570-348-4225

August 24, 2017

Jessica Eskra, Esq.
City Solicitor
Municipal Building
Scranton, PA 18503

Dear Attorney Eskra:

Please prepare an Ordinance for Scranton City Council creating a new special city account for the purpose of accepting matching grant funds to be received from the Commonwealth of Pennsylvania, Department of Environmental Protection. The purpose of this distribution is for rehab assistance for the Lindy Creek Flood Project.

02.229622
Lindy Creek Flood Project 2017

If you should have any questions regarding this matter, please do not hesitate to contact me.

Very truly yours,

David Bulzoni
Business Administrator

DMB:nmk

Encls.

Cc: Roseann Novembrino, City Controller
Wayne Beck, City Treasurer
Lori Reed, City Clerk
Andy Marichak, Financial Analyst
Adam Joyce, Senior Accountant
Rebecca McMullen, Financial Manager

Scranton
THE ELECTRIC CITY
PENNSYLVANIA

DEPARTMENT OF LAW
CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

August 29, 2017

RECEIVED
SEP 7 2017
OFFICE OF CITY
COUNCIL/CITY CLERK

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229622 ENTITLED "LINDY CREEK FLOOD PROJECT 2017" FOR THE RECEIPT AND DISBURSEMENT OF MATCHING GRANT FUNDS FROM THE COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("DEP") FOR REHABILITATION ASSISTANCE FOR THE LINDY CREEK FLOOD PROJECT.

Respectfully,

Jessica L. Eskra, Esquire
City Solicitor

JLS/sl

RESOLUTION NO._____

2017

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT APPLICATION BY THE CITY OF SCRANTON AND, IF SUCCESSFUL, ACCEPT THE FUNDS RELATED THERETO THROUGH THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT (DCED) FOR A LOCAL SHARE ACCOUNT GRANT (GAMING FUNDS-MONROE COUNTY) IN THE AMOUNT OF $75,000.00 TO BE USED TO DEVELOP A CHESAPEAKE BAY POLLUTION REDUCTION PLAN.

WHEREAS, the City of Scranton is desirous of obtaining funds from the Pennsylvania Department of Community and Economic Development ("DCED") for a Local Share Account Grant (Gaming Funds-Monroe County) in the amount of $75,000.00 to be used to develop a Chesapeake Bay Pollution Reduction Plan. A copy of the grant application ("Grant Application") and supplemental items are attached hereto as Exhibit "A" and incorporated herein as if set forth at length; and

WHEREAS, the total cost of the Pollution Reduction Plan is $100,000.00. The City of Scranton has committed $25,000.00 toward the Project. $50,000.00 of the funding will be used for the creation of the Chesapeake Bay Pollution Reduction Plan and $50,000.00 will be used for mapping the MS4 system – which would be a combination of plan reviews, field work and GIS digitalizing; and

WHEREAS, the City's goal is to reduce the amount of pollution our area contributes to the Chesapeake Bay Watershed. In order to achieve this goal, the City of Scranton will use requested funding to prepare a Chesapeake Bay Pollution Reduction Plan which will include public participation, mapping, identification of pollutants, determining the baseline pollutant loading, determine the amount of pollutants that must be removed, identifying funding mechanisms and identifying responsible parties for operation and maintenance of best management practices.

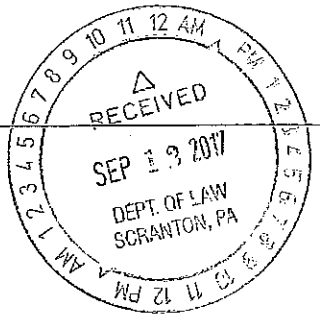
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are hereby authorized to apply for and execute a Grant application by the City of Scranton and, if successful, accept the funds related thereto through the Pennsylvania Department of Community Development (DCED) for a local share account grant (Gaming Funds-Monroe County) in the amount of $75,000.00 be used to develop a Chesapeake Bay Pollution Reduction Plan.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid, or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, Known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

Maggie Perry
Grant Manager
570-558-8335
mamclane@scrantonpa.gov



September 11, 2017

Atty. Jessica Boyles
City of Scranton
340 North Washington Avenue
Scranton, Pa 18503

Re: Local Share Account Fund (Gaming Funds) Monroe County

Atty. Boyles,

I am requesting that you send legislation to City Council for a resolution for the City of Scranton to apply for and execute the Pennsylvania Gaming Local Share Account funding through the Pennsylvania Department of Community and Economic Development. The purpose of this funding is to develop a Chesapeake Bay Pollution Reduction Plan.

The City of Scranton is requesting $75,000 in funding for this project. The total cost of the Pollution Reduction Plan is estimated to be $100,000- the City has committed $25,000.

Attached is a copy of the grant application and all supplemental items.

If you have any questions or concerns please feel free to contact me at 558-8335.

Thank you,

Maggie Perry
Grant Manager

Single Application for Assistance

Web Application Id: 8116964
Applicant: City of Scranton
Company: City of Scranton
Program Selected: Local Share Account Fund (Gaming Funds) Monroe County

Applicant Information

Applicant Entity Type:	Government
Applicant Name:	City of Scranton
NAICS Code	9211
FEIN/SSN Number	XXXXXXXXX
DUNS Number:	
CEO:	William Courtright
CEO Title:	Mayor
SAP Vendor #:	XXXXXX
Contact Name:	Maggie
Contact Title:	Perry
Phone:	(570)-558-8335 Ext.
Fax:	(570)-207-0412
E-mail:	MaMcLane@scrantonpa.gov
Mailing Address:	340 N. Washington Avenue
City:	Scranton
State:	PA
Zip Code:	18503

EXHIBIT
tabbies
"A"

Single Application for Assistance

Web Application Id: 8116964
Applicant: City of Scranton
Company: City of Scranton
Program Selected: Local Share Account Fund (Gaming Funds) Monroe County

Single Application for Assistance

Web Application Id: 8116964
Applicant: City of Scranton
Company: City of Scranton
Program Selected: Local Share Account Fund (Gaming Funds) Monroe County

Company Information

Company Entity Type:	Government
Company Name:	City of Scranton
NAICS Code	9211
FEIN:	XXXXXXXXX
DUNS Number:	
CEO:	William Courtright
CEO Title:	Mayor
SAP Vendor #:	XXXXXX
Contact Name:	Maggie
Contact Title:	Perry
Phone:	(570)-558-8335 Ext.
Fax:	(570)-207-0412
E-mail:	MaMcLane@scrantonpa.gov
Mailing Address:	340 N. Washington Avenue
City:	Scranton
State:	PA
Zip Code:	18503

1446

Single Application for Assistance

Web Application Id: 8116964
Applicant: City of Scranton
Company: City of Scranton
Program Selected: Local Share Account Fund (Gaming Funds) Monroe County

Business Specifics

Current # of Full-time Employees:	
(In PA):	0
(World Wide:)	0
Minority Owned:	No
	Select
Woman Owned:	No
Total Sales $:	0
Total Export Sales $:	0
R&D Investment:	0 (% of Budget)
Employee Training Investment:	0 (% of Budget)

Enterprise Type

Indicate the types of enterprises that describe the organization listed above. You may select more than one type.

☐ Advanced Technology	☐ Agri-Processor	☐ Agri-Producer
☐ Authority	☐ Biotechnology / Life Sciences	☐ Business Financial Services
☐ Call Center	☐ Child Care Center	☐ Commercial
☐ Community Dev. Provider	☐ Computer & Clerical Operators	☐ Defense Related
☐ Economic Dev. Provider	☐ Educational Facility	☐ Emergency Responder
☐ Environment and Conservation	☐ Exempt Facility	☐ Export Manufacturing
☐ Export Service	☐ Food Processing	☑ Government
☐ Healthcare	☐ Hospitality	☐ Industrial
☐ Manufacturing	☐ Mining	☐ Other
☐ Professional Services	☐ Recycling	☐ Regional & National Headquarters
☐ Research & Development	☐ Retail	☐ Social Services Provider
☐ Tourism Promotion	☐ Warehouse & Terminal	

Government,

1447

Single Application for Assistance

Web Application Id: 8116964
Applicant: City of Scranton
Company: City of Scranton
Program Selected: Local Share Account Fund (Gaming Funds) Monroe County

Project Overview

Project Name:
Pollution Reduction Plan

Is this project related to another previously submitted project?
No

If yes, indicate previous project name:

Have you contacted anyone at DCED about your project?
No

If yes, indicate who:

Single Application for Assistance

Web Application Id: 8116964
Applicant: City of Scranton
Company: City of Scranton
Program Selected: Local Share Account Fund (Gaming Funds) Monroe County

Project Site Locations

Address:	340 N. Washington Avenue
City:	Scranton
State:	PA
Zip Code:	18503
County:	Lackawanna
Municipality:	Scranton City
PA House:	Kevin Haggerty (112), Marty Flynn (113)
PA Senate:	John P. Blake (22)
US House:	Matthew Cartwright (17)
Current Employees:	340
Jobs To Be Created:	
Jobs that Pay:	$31,612.00
	Created Retained
	Jobs that Pay Jobs that Pay is Part Of Governor Wolf's initiative to improve Pennsylvania's overall job climate and job growth through partnering with the private sector to encourage the creation and retention of jobs that pay at least 80% of the annual average wage in the county where the jobs are located. (See current county listings). Job creation and retention will help ensure that businesses and communities provide employment opportunities for all of the state's residents, improve the local tax base, and achieve prosperity and a higher quality of life for families and communities. **NOTE:** Jobs that Pay required data by the Department is for reporting purposes only and will **NOT** be used as a criteria for awarding loans, loan guarantees, grants or tax credits.
Designated Areas:	Act 47 Distressed Community

1449

Single Application for Assistance

Web Application Id: 8116964
Applicant: City of Scranton
Company: City of Scranton
Program Selected: Local Share Account Fund (Gaming Funds) Monroe County

Project Budget

	Local Share Account Fund (Gaming Funds) Monroe County	City of Scranton Local	Total
Miscellaneous	$75,000.00	$25,000.00	
Chesapeake Bay Pollution Reduction Plan	$50,000.00	$.00	$50,000.00
MS4 System Mapping	$25,000.00	$25,000.00	$50,000.00
Total	$75,000.00	$25,000.00	
		Budget Total:	$100,000.00

Basis of Cost

Provide the basis for calculating the costs that are identified in the Project Budget.

Engineer Estimates

Budget Narrative

The narrative must specifically address each of the cost items identified in the Project Budget section. If an amount is placed in any of the OTHER categories, you must specify what the money will be used for. **NOTE:** Some programs have specific guidelines regarding the narrative necessary to qualify for that particular resource. Please read the Program Guidelines for details.

The cost is based on a scope of work that was provided by a representative from Arcadis- a global design, engineering and management consulting company. This company has prepared Chesapeake Bay Pollution Reduction Plans for other municipalities that are part of the watershed and has a thorough understanding of what the plan should entail.

Pennsylvania Department of Community and Economic Development
Local Share Account (Gaming Funds) Monroe County

City of Scranton- Pollution Reduction Plan
Application # 8116964

Description of Project:

The Chesapeake Bay watershed spans more than 64,000 square miles, encompassing parts of six states- Delaware, Maryland, New York, Pennsylvania, Virginia and West Virginia. The land-to-water ratio of the Chesapeake Bay is 14:1- the largest of any coastal water body in the world. The Lackawanna River system is a tributary of the Susquehanna River which is part of the Chesapeake Bay watershed.

The tributaries send fresh water into the bay, offer vital habitat to aquatic plants and animals, and provide people with public access points where they can fish, boat and swim. However, excess nutrients and sediments have been polluting the waters and threatening the health of the entire watershed. To restore and protect this resource, the Chesapeake Bay Program partnership was formed in 1983 when the Chesapeake Bay Agreement was signed by the Governors of Maryland, Virginia, Pennsylvania, and the Chair of the Chesapeake Bay Commission and the Administrator of the Environmental Protection Agency. The initial agreement recognized the historical decline of living resources in the Chesapeake Bay watershed and committed to a cooperative approach to full address the extent, complexity and sources of pollutants entering the Bay.

One of the main issues affecting the health of the watershed is stormwater runoff. When urban and suburban development increases, builders often remove natural buffers, such as

vegetated areas, to make room for the impervious surfaces that encourage stormwater to flow freely into local waterways. As stormwater flows across streets, sidewalks, lawns etc. it can pick up harmful pollutants and excess nutrients and push them into storm drains, rivers and streams causing a number of environmental problems.

Stormwater runoff is the fastest growing source of pollution to the Chesapeake Bay watershed. According to data from the Chesapeake Bay Program's Watershed Model, stormwater contributed 16% of nitrogen loads, 18% of phosphorous loads and 24% of sediment loads to the Bay in 2015.

The Lackawanna River runs through the City of Scranton- this municipality has experienced economic prosperity and hardships of a "boom and bust" economy. With mining, textiles and a variety of other industries taking hold in the early part of the 20th century, Scranton grew rapidly in turn creating impervious surface and the need to continuously control runoff from rain and storm events to help protect local water quality and meet federal and state regulations.[1] The majority of the existing stormwater infrastructure within Scranton was constructed before 1950 and both sewage waste and stormwater runoff are combined into one Combined Sewer System; an estimated 63% of Scranton's sewers are combined with 37% considered Municipal Separate Storm Sewer System (MS4).[2] The MS4 system takes water runoff and directs it into surrounding rivers and streams which can create pollution problems for the river. As previously stated, when runoff crosses over parking lots and impervious pavement

[1] University of Maryland- Environmental Finance Center, 22. The City of Scranton & Scranton Sewer Authority Stormwater Management (MS4 & CSO) System Review: A Phase One Assessment and Recommendation Report for Efficient Management & Sustainable Infrastructure, 2013. https://efc.umd.edu/assets/lancaster_sw/stormwater/scranton_nfwf_report_october_31_2013_final_+_appendices.pdf

[2] Ibid, 15

it picks up contaminants and the polluted stormwater is sent directly into the water body, in this case the Lackawanna River and eventually the Chesapeake Bay.[3]

As the City grew over the years the stormwater system was expanded but not upgraded; currently the general fund allocations for stormwater programming are not adequate for the City to properly manage storm water in long terms. In addition the Lackawanna River is the largest point source of pollution in Chesapeake Bay; mostly due to the Old Forge borehole which discharges between 40 million and 100 million gallons of acid mine drainage per day[4], the urban stormwater runoff is also a contributing factor to water quality problems.

The City of Scranton is required by the Municipal Separate Storm Sewer System (MS4) permit issued by the Pennsylvania Department of Environmental Protection to prepare a Chesapeake Bay Pollution Reduction Plan (PRP). The purpose of the PRP is to identify the areas of the City that contribute stormwater runoff and pollutants into the MS4 system as well as specific stormwater best management practices (BMP) that will reduce pollutant loads to local waterways.

The City of Scranton is requesting $75,000 in funding from the Department of Economic and Community Development through the Local Share Account Gaming Funds-Monroe County. This funding will be used to prepare a Chesapeake Bay Pollution Reduction Plan which will include public participation, mapping, identification of pollutants, determining the baseline pollutant loading, determine the amount of pollutants that must be removed, identifying funding mechanisms and identifying responsible parties for operation and maintenance of best management practices.

---

[3] Ibid, 15

[4] http://thetimes-tribune.com/news/old-forge-borehole-drains-mines-for-50-years-1.1421199

Scranton
PENNSYLVANIA
DEPARTMENT OF LAW
CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

September 13, 2017

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT APPLICATION BY THE CITY OF SCRANTON AND, IF SUCCESSFUL, ACCEPT THE FUNDS RELATED THERETO THROUGH THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT (DCED) FOR A LOCAL SHARE ACCOUNT GRANT (GAMING FUNDS-MONROE COUNTY) IN THE AMOUNT OF $75,000.00 TO BE USED TO DEVELOP A CHESAPEAKE BAY POLLUTION REDUCTION PLAN.

Respectfully,

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2017

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH CC CLEANING SERVICES FOR JANITORIAL SERVICES FOR SCRANTON CITY HALL AND THE SCRANTON POLICE HEADQUARTERS FOR A ONE (1) YEAR PERIOD.

WHEREAS, a request for Proposals was advertised for the re-bid of Janitorial Services for Scranton City Hall and the Scranton Police Department and two (2) proposals were submitted for review; and

WHEREAS, after review of the proposals submitted it was determined that it would be in the best interest of the City to award the contract to CC Cleaning Services for the reasons provided in the attached Memorandum from the Director of the Department of Licensing, Permits and Inspections.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are authorized to execute and enter into a Contract, substantially in the form attached hereto marked as Exhibit "A" and incorporated herein by reference thereto with CC Cleaning Services for Janitorial Services for Scranton City Hall and the Scranton Police Headquarters for a one (1) year period.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intend of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

CONTRACT

This contract entered into this _____ day of _____ 2017 effective from _____ to _____ by and between the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

CC CLEANING SERVICES
110 POTTER STREET
DUNMORE, PA 18512
PHONE NO. (570) 575-0376

hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Scranton desires the Contractor to perform certain work and services in accordance with the terms and conditions hereinafter set forth and the Contractor is ready, willing and able to perform such work and services.

NOW THEREFORE, in consideration of the promises contained herein and the promises each to the other made, the parties do agree and intend to be legally bound as follows:

ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general fields of providing janitorial services for Scranton City Hall and the Scranton Police Headquarters. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

JANITORIAL SERVICES FOR
CITY OF SCRANTON CITH HALL AND
THE SCRANTON POLICE HEADQUARTTERS
PER THE ATTACHED BID PROPOSAL AND
SCRANTON'S \SPECIFICATIONS
ATTACHED HERETO
FOR TOTAL BID PRICE OF $33,540.00

Said services to be furnished and delivered in strict and entire conformity with Scranton's Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference thereto and the Bid Proposal submitted by CC Cleaning Services dated September 8, 2017 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal and Specifications are hereby made part of this Agreement as fully and with the same effect as if set forth at length herein.

ARTICLE II - GENERAL

(1) In the performance of the work and services hereunder, the Contractor shall act solely as an independent contractor, and nothing contained or implied shall at any time be so construed as to create the relationship of employer and employee, partnership, principal/agent, or joint adventurer as between Scranton and the Contractor.

(2) Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights, or of any other rights hereunder.

ARTICLE III - FEES

Said services to be furnished and delivered in strict and entire conformity with the Bid Proposal and Specifications attached hereto. Said Bid Proposal and Specifications are incorporated herein by reference as though set forth at length.

Scranton agrees to pay the Contractor for furnishing the above services if said services are provided in full compliance with the terms and conditions of this Contract to the satisfaction and approval of the Business Administrator. Such approval shall not be unreasonably withheld. The terms and conditions of this contract are set forth herein and may be supplemented by any attachments or exhibits incorporated herein by reference.

ARTICLE IV - INDEMNIFICATION

The Contractor shall indemnify, defend, and hold harmless Scranton from and against any and all claims and actions, based upon or arising out of damage to property or injuries to person or other acts caused or contributed to by Contractor or anyone acting under the Contractor's direction or control or on the Contractor's behalf in the course of the Contractor's performance under this contract.

ARTICLE V - INSURANCE

(1) Contractor represents that it now carries, and agrees it will continue during the term of this Contract to carry, at a minimum: Workers' Compensation, Comprehensive General and Contractual Liability, and Professional Liability Insurance in the following amounts:

TYPE OF INSURANCE	LIMITS OF LIABILITY
Workers' Compensation	Statutory
Employer's Liability	$ 500,000.00
Professional Liability	$1,000,000.00 each occurrence $1,000,000.00 aggregate
Comprehensive General Liability (including Blanket Contractual Liability Insurance)	
Bodily Injury	$ 1,000,000 each person $ 1,000,000 each occurrence $ 1,000,000 aggregate
Property Damage	$ 500,000 each occurrence
Personal Injury	$ 500,000
Comprehensive Automobile Liability:	
Bodily Injury	$ 300,000 each person $ 500,000 each occurrence
Property Damage	$ 500,000 each occurrence

(2) Certificates of all insurance provided by the Contractor shall be available for Scranton's review and will be furnished to Scranton if requested. Such copies of certificates shall include the following:

(a) Name of insurance company, policy number, and expiration data;

(b) The coverage required and the limits on each, including the amount of deductibles or self-insured retentions (which shall be for the account of the Contractor);

(c) A statement indicating Scranton shall receive thirty (30) days notice of cancellation or significant modification of any of the policies which may affect Scranton's interest;

(d) A statement confirming Scranton has been named an additional insured (except for Worker's Compensation) on all policies; and

(e) A statement confirming that Scranton, its agents and employees, have been provided a waiver of any rights or subrogation, which the Contractor may have against them.

ARTICLE VI: TERMINATION OF CONTRACT

If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or in the event of violation of any of the covenants contained herein, or in the event of violation of the laws applicable to implementation of the project contemplated by this Agreement, or in the event of misuse of finds, mismanagement, criminal activity or malfeasance in the implementation of this Agreement, Scranton shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR specifying the effective date of termination. Said notice shall be given in writing to the CONTRACTOR and will be effective upon receipt by the CONTRACTOR. In such an event, all project records, unused grant monies, and such amounts as may have been expended contrary to the terms of this Agreement shall be returned to the Scranton.

ARTICLE VII: DEFAULT

In the event of a default by Contractor under this Agreement, the defaulting party then shall reimburse the non defaulting party for all costs and expenses incurred by the non defaulting party in connection with the default, including without limitation, court costs and attorneys fees at the trial level and on appeal.

ARTICLE VIII: JURISDICTION

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and all obligations hereunder are to he performed in Lackawanna County, Pennsylvania. Jurisdiction over the subject matter and performance of this Agreement is therefore vested in the Lackawanna County Court of Common Pleas.

ARTICLE IX - ENTIRE AGREEMENT

This contract constitutes the entire agreement between Scranton and Contractor. It supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter thereof and if it has been induced by no representations, statements, or agreements other than those expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

IT IS FURTHER UNDERSTOOD AND AGREED that this contract is entered into under and subject to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, approved March 7, 1901, its supplements and amendments, and the liability of the City of Scranton herein limited to the amount appropriated for the same and subject to the Section 6-13 of the Administrative Code of the City of Scranton which limits payments of money out of the City Treasury to appropriations made by the Council

IN WITNESS WHEREOF the parties hereto have, in due form of law, caused this agreement to be executed the day and year first above written.

ATTEST:

_____
CITY CLERK

DATE: _____

BY: _____
MAYOR

DATE: _____

COUNTERSIGNED:

_____
CITY CONTROLLER

DATE: _____

_____
DIRECTOR DEPARTMENT OF PUBLIC WORKS

DATE: _____

APPROVED AS TO FORM:

_____
CITY SOLICITOR

DATE: _____

CC CLEANING SERVICES

_____
BY:

TITLE: _____

DATE: _____

Scranton
PENNSYLVANIA
DEPARTMENT OF LICENSING, INSPECTIONS AND PERMITS
CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4193 • FAX: 570-348-4171

September 12, 2017

Mrs. Jessica Eskra, Esq.
City Solicitor
Law Department
340 N Washington Ave
Scranton, PA 18503

Re: 2017 Request for Proposals for Janitorial Services
(Bid Recommendation)

Dear Solicitor Eskra,

I am in receipt of the two (2) bids received in connection with the above Request for Proposals. The bids received were from:

1. The Dust Busters Cleaning Inc. $40,900.00
2. CC Cleaning Services $ 33,540.00

Upon review, I am selecting CC Cleaning Services to be awarded the bid as the lowest most responsible bidder. As such, please make arrangements for the contract to be issued and the services to begin in the near future.

If you should have any questions please contact me.

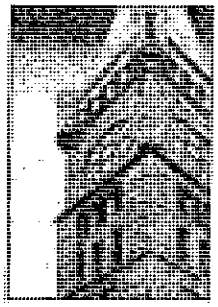
Sincerely,

Patrick L. Hinton
Director/BCO
Licensing, Inspections and Permits

PLH/kl
Enclosures
CC:
Mayor William Courtright
Thomas Oleski, Deputy Director, LIPS
Carl Graziano, Police Chief
Danielle Kennedy, Human Resources Director

Department of Business Administration

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



SCRANTON

August 18, 2017

Mr. Dennis Gallagher
Department of Public Works
101 W. Poplar Street
Scranton Pa, 18508

Dear Mr. Gallagher,

This is to inform you that bids will be opened in Council Chambers on Friday September 8, 2017 at 10:00 A.M. for the following:

The Re-Bid of Janitorial Services For Scranton
City Hall and the Scranton Police Department

Attached, please find an Invitation to Bidders, Proposal Blank and Specifications.

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed
Purchasing Clerk

CC: Mayor William Courtright
Mrs. Roseann Novembrino, City Controller
Mrs. Lori Reed, City Clerk
Mr. David Bulzoni, Business Administrator
Mrs. Rebecca McMullen, Financial Manager
Mrs. Jessica Boyles, City Solicitor
File

INVITATION TO BIDDERS
CITY OF SCRANTON
DEPARTMENT OF BUILDINGS

SEALED BIDS WILL BE RECEIVED BY THE CITY CONTROLLER'S OFFICE, 2ND FLOOR, CITY HALL, 340 NORTH WASHINGTON AVENUE, SCRANTON, PA 18503, UNTIL 10:00 A.M. ON FRIDAY, SEPTEMBER 8, 2017 AT WHICH TIME THEY WILL BE OPENED AND READ ALOUD IN COUNCIL CHAMBERS BY THE DEPARTMENT OF BUSINESS ADMINISTRATION REPRESENTATIVE FOR THE RE-BID OF JANITORIAL SERVICES FOR SCRANTON CITY HALL AND THE SCRANTON POLICE HEADQUARTERS. THIS WILL BE A ONE YEAR CONTRACT WHICH BEGINS AUGUST 01, 2017 THROUGH AND INCLUDING JULY 31, 2018.

ALL BIDS TO BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS TO BE OBTAINED FROM THE OFFICE OF PURCHSING, FOURTH FLOOR CITY HALL, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA 18503. ALL PROPOSALS MUST BE SUBMITTED ON FORMS OBTAINED FROM THE BUREAU OF PURCHASING.

EACH BIDDER SHALL ENCLOSE A CERTIFIED CHECK, CASHIER CHECK AND/OR BID BOND IN THE AMOUNT OF TEN PERCENT (10%) OF THE BID DRAWN TO THE ORDER OF THE CITY OF SCRANTON, AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS OR REJECTS THE SAME AND AS TO THE SUCCESSFUL BIDDER UNTIL THE REQUIRED SURITY BONDS ARE FURNISHED. THE SUCCESSFUL BIDDER, WITH TEN (10) DAYS OF THE NOTIFICATION OF THE AWARD SHALL BE REQUIRED TO FURNISH A SURETY BOND IN THE AMOUNT OF 100% OF THE TOTAL CONTRACT AS A GUARANTEE TO FURNISH SERVICES AS SPECIFIED. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO SUBMIT CERTIFICATE OF INSURANCE, AS SPECIFIED, INCLUDING PUBLIC LIABILITY INSURANCE. THE CONTRACT WILL BE AWARDED TO THE LOWEST MOST RESPONSIBLE BIDDER; HOWEVER, THE CITY OF SCRANTON RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART OF ANY BID IN CONNECTION WITH SAID PROJECT.

ENVELOPES CONTAINING BIDS SHALL BE PLAINLY MARKED SPECIFYING WORK COVERED BY THE BID AND DELIVERED OR MAILED TO THE OFFICE OF THE CITY CONTROLLER, 2ND FLOOR, CITY HALL, 340 NORTH WASHINGTON AVENUE, SCRANTON, PA 18503, BY THE TIME AND DATE FIRST SPECIFIED ABOVE.

PATRICK HINTON
DIRECTOR/BCO
LICENSING, INSPECTIONS & PERMITS

CITY OF SCRANTON

REQUEST FOR PROPOSALS

DETAILED SPECIFICATIONS

SCRANTON CITY HALL

&

SCRANTON POLICE DEPARTMENT

JANITORIAL SERVICES

INTRODUCTION

The City of Scranton is requesting proposals to furnish the necessary labor, supervision, materials, and equipment, to satisfactorily perform janitorial services at our Scranton City Hall and Police Department.

BID INSTRUCTIONS

1. Due Date and Time

   Bids will be accepted until Friday, September 8, 2017 at 10:00 A.M. Faxed bids will not be accepted.

2. Bid submittals

   The bid must be delivered in a sealed enveloped plainly marked specifying work covered by the bid and delivered or mailed to the office of The City Controller, 2nd floor, City Hall, 340 N. Washington Ave., Scranton, PA 18503.

Contact Information

For questions, please contact:

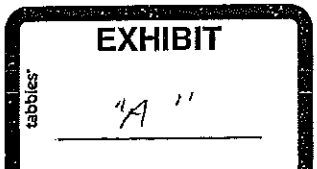
Patrick Hinton
Director/BCO
Licensing, Inspections, & Permits
Director of Buildings
340 N. Washington Avenue
Scranton, PA 18504
phinton@scrantonpa.gov

Questions and Addenda

If your firm intends to respond to the RFP, send an e-mail stating that your firm intends to respond ("Interested Party"), to phinton@scrantonpa.gov. Any questions regarding this RFP shall be directed in writing by the Interested Party to Patrick Hinton, at (570) 348-4169. If at any time this RFP needs to be revised, an amendment will be issued via e-mail to all Interested Parties.

Submission of Qualifications

All qualifications must be either hand delivered or mailed to City Controller, City Hall, 2nd Floor, and 340 North Washington Avenue, Scranton, PA 18503. Proposals will not be accepted by electronic mail or facsimile transmission. The City of Scranton will require six (6) copies of the qualifications, which shall be placed in a sealed envelope marked "City of Scranton Cleaning Services." Proposals will be received until Friday September 8, 2017 at 10:00 a.m. Any proposals received after the above-mentioned time and date will not be accepted. Any qualifications not addressed properly will not be accepted.



The City of Scranton assumes no responsibility for delays in any form of carrier, mail, or delivery service causing the submission to be received after the above-referenced due date and time. The final selection shall be made in the sole discretion of the City.

GENERAL SCOPE OF WORK
Services required are outlined in Attachment A of this document. The following additional information is provided to assist the proposer in understanding the scope of services needed by the City of Scranton.

The City of Scranton takes pride in providing an exceptionally clean and safe environment at all times for its employees and expects the janitorial services to demonstrate this same pride in their work performed.

STAFFING
The Contractor shall provide adequate personnel, trained in proper cleaning and janitorial methods and techniques to properly and satisfactorily maintain the facilities on a day-to-day basis during the scheduled times indicated.

EMPLOYEE RECRUITMENT
The Contractor must demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible. If a change of staff is to occur, the Superintendent of Buildings shall be notified prior to the change when possible or as quickly as possible thereafter. In addition, staff shall have the ability to:

- Have the necessary public relations skills to deal with employees in a professional, courteous, businesslike manner;
- Understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner;
- Maintain poise and self-control under stress.

EMPLOYEE ACCEPTANCE BY THE CITY OF SCRANTON
The City of Scranton will be the sole judge of the efficiency and acceptability of each janitorial employee's performance while on site. The City of Scranton reserves the right to require the Contractor to remove any janitorial personnel from further duty at City Hall and Police Department, without cause and without the right to recover damages by such janitorial employee or by the Contractor from the City of Scranton. If the City of Scranton requires the removal of any janitorial personnel from duty, the City of Scranton will attempt to provide the Contractor reasons for the removal demand. However, the City of Scranton is not required to provide such reasons, the Contractor may not challenge such reasons, and the Contractor shall promptly remove and replace an individual janitorial employee when requested to do so by the City of Scranton.

APPEARANCE STANDARDS
The selected Contractor's employees shall be neat and clean in appearance and shall have identification that clearly identifies them as an employee of the Contractor.

CONTRACTOR RESPONSIBILITY
The successful Contractor shall be responsible for all coordination, and supervision of personnel associated with the janitorial service at City Hall and Scranton Police Department. These activities include, but may not be limited to, the following:

- Recruit, screen, and train personnel;
- Provide a Project Manager who shall be responsible for the performance of the contract and remain the Contractor's contact person for the duration of the contract. The Project Manager shall establish a routine for communications with the Superintendent of Buildings to provide a prompt and timely response to any concerns or problems that may arise. Time and frequency of direct meetings may vary as determined by the Superintendent of Buildings. The Project Manager shall contact the Superintendent of Buildings to review overall performance, receive special instructions regarding cleaning items, or discuss other pertinent items regarding the contract and the Contractor's performance;

- Furnish all cleaning supplies, cleaning materials, and equipment necessary for the proper performance of the janitorial service. Supplies and materials include but are not limited to brooms, brushes, dust cloths, wet and dry mops, sponges, and squeegees;
- Provide all necessary cleaning equipment including, but not limited to, industrial type vacuum cleaners needed for the performance of the work of this contract. Such equipment shall be of the size and type customarily used in work of this kind and shall meet the approval of the Superintendent of Buildings, which shall not be unreasonably withheld. Equipment deemed by the Superintendent of Buildings to be of improper type or design or inadequate for the purpose intended shall be replaced by the Contractor;
- Provide hazardous chemical communications training to Contractor's personnel;
- Provide adequate field supervision to ensure janitorial staff arrive at assigned post on time, perform their duties throughout their assigned shift, and provide backup as needed during all required hours. A detailed plan for providing supervision must be included with proposal;
- Evaluating staff performance;
- Break down of any cardboard boxes generated by supplies, materials, or equipment used by the Contractor as well as the City of Scranton supplied consumables and place in the dumpster area for recycling;
- Report vandalism and/or damage of the City of Scranton property to the Superintendent of Buildings immediately upon discovery.

*NOTE: CONTRACTORS AND EMPLOYEES MUST SUBMIT TO AND PASS A CRIMINAL BACKROUND CHECK PRIOR TO PERFORMING SAID DUTIES.

CITY OF SCRANTON RESPONSIBILITY

The City of Scranton will be responsible for providing janitorial supplies to the Contractor. These include, but may not be limited to, the following:

- Furnish electrical power at existing power outlets for the Contractor's use to operate equipment as is necessary in the conduct of the required work. Hot and cold water will also be made available as necessary for that purpose;
- May supply (if needed) all consumable supplies for restrooms to include hand soaps, paper towels, toilet tissue, sanitary napkins and tampons, shower curtains, paper cups, porcelain ware cleaner, liquid and powder detergents, disinfectants, glass cleaner, floor polish (if needed), metal and furniture polish, plastic bags, and any other compounds necessary to properly maintain the premises;
- Provide storage for the Contractor to store any necessary supplies, materials and equipment;
- Schedule inspections with the Contractor's Project Manager. Quality service and strict adherence to the contract will be expected from the Contractor.

SECURITY

Keys to various areas of the facilities will be made accessible to the Contractor, but shall not be removed from the premises. All costs accrued by the City of Scranton in reinstating facility security occasioned by loss of facility keys due to the Contractor's and/or its employees' negligence will be billed to the Contractor.

The Contractor shall ensure that only their properly identified employees listed with the Superintendent of Buildings are permitted on the premises during the performance of daily duties. The Contractor will be held strictly accountable for damages or breaches of security caused by its employees.

Attachment A: Janitorial Specifications

Please see attached.

ATTACHMENT A

JANITORIAL SPECIFICATIONS

CITY HALL:

All services shall be performed two (2) days each week starting at 4:30 PM.

1. Main/rear entrance glass doors & all office glass doors cleaned two (2) days per week.

RESTROOMS:

- Empty all waste receptacles and replace plastic liners;
- Sweep and then mop floors with disinfectant;
- Clean lavatories, water closets, etc.;
- Refill towel, tissue and soap dispensers as needed;
- Polish all mirrors with glass cleaner;

NOTE: All water closets, toilets and urinals shall be washed inside and out with a disinfectant detergent.

VENDING & LUNCHROOM AREA – 3RD FLOOR:

- Vacuum floors.

OFFICE & COMMON AREAS:

- Vacuum all carpeted areas where needed.

NOTE: After cleaning any office area, **TURN OFF** all lights in that area. The corridor (entrance) doors to these offices need to be **CLOSED AND LOCKED**. Lock interior doors to the offices' which were locked upon arriving to the building. It is the responsibility of the Cleaning Contractor to check ALL doors that are supposed to be locked and make sure these doors are locked and lights properly turned off before leaving the building for the night.

POLICE DEPARTMENT:

All services shall be performed 2 days each week starting at 4:30 PM.

1. The following admin areas shall be serviced: Sergeant's Office, Patrol 110, Captain Office109, Lieutenant Office 108, Lieutenant Office 106, Lieutenant Office 107 Computer Station 105, Interview Rooms 103 and 104, Vestibule 100, Lobby 101, Front Desk 124, Vestibule 121, Stair #1, Vending 116A, Physical Training 115, Corridor 119, 120, 127, 129, 165, Sallyport *(sweep only)* 135 and all of the Holding Areas, Second Floor Office 207, Lab 206, Corridor 201, Office 203;
2. Men's Toilet Room, Men's Locker Room and Shower, Women's Toilet Room, Women's Locker Room and Shower;

OFFICE AREAS:

- Empty all waste receptacles, replace plastic liners and take waste to designated location for removal;
- Vacuum all carpeted areas. Spot clean spills and smudges (IF) occurred during the day;
- Dust-mop all corridors and lobbies with vinyl tile and then mop vinyl floors;
- . Clean glass doors on all entrances and office doors (inside and outside).

OFFICE RESTROOMS:

- Empty all waste receptacles and replace plastic liners;
- Sweep and then mop vinyl floors;
- Clean lavatories, water closets, etc.;
- Refill towel, tissue and soap dispensers as needed;
- Polish all mirrors with glass cleaner.

NOTE: All water closets, seats and urinals shall be washed inside and out with a disinfectant detergent.

VENDING & LUNCHROOM:

- Machine scrub floor to remove foreign matter and spillage;
- Clean all tables and chairs;
- Empty all waste receptacles and replace plastic liners;
- Sweep & Mop floors.

NOTE: After cleaning any office area, TURN OFF all lights in that area. The corridor (entrance) doors to these offices' need to be CLOSED AND LOCKED. Lock all interior doors in the offices' which were locked upon arriving to the building. It is the responsibility of the Cleaning Contractor to check ALL doors that are supposed to be locked and make sure these doors are locked and lights properly turned off before leaving the building for the night.

LOBBY & CORRIDOR:

- Clean all glass doors on lobby entrance inside and out;
- Machine scrub floor to remove foreign matter and spillage;
- Spray buff or burnish floor;
- Sweep and clean rear entrance and outside building;
- Clean lobby restroom using specs above for restrooms;
- Clean interview room-clean tables, sweep and mop.

MEN'S TOILET ROOM, LOCKER ROOM AND SHOWER/WOMEN'S TOILET ROOM, LOCKER ROOM AND SHOWER:

- Empty all waste receptacles and replace plastic liners;
- Sweep and mop floors;
- All water closets, seats and urinals shall be washed inside and out with a disinfectant detergent;
- Clean shower stalls with a disinfectant detergent;
- Wash basins shall be cleaned & disinfected;
- Stall dividers and walls are to be washed with a disinfectant detergent solution;
- Clean all mirrors, shelves, chrome fixtures;
- Refill towel, tissue and soap dispensers as needed;
- Spot clean all finger traffic around door frames and light switches.

HOLDING AREAS:

- Sweep & mop floors;
- Clean & disinfect sinks & toilets.

FITNESS ROOM:

- Dust, sweep & mop floor.

Attachment B. Affirmative Action Certification

During the term of this contract, Bidder agrees as follows:

(1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.

(2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will received consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.

(3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

(4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it; such a factor shall be considered in mitigation in determining appropriate sanctions.

(5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.

(6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

(7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall

furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

(8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

(9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

(10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract id for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produces.

DATE: _____

_____
(Name of Bidder)

BY _____

TITLE _____

Attachment C. Certificate of Non-Segregated Facilities

The bidder certifies that he does not maintain or provide for his employees and segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated Facilities," means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. §1001.

DATE: _____

_____
(Name of Bidder)

BY _____

TITLE _____

Attachment D. Non-Collusion Affidavit of Prime Bidder

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that:

1. He is _____
(Owner, partner, officer, representative or agent)

of _____, the Bidder that has submitted the bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collision or communication or conference with any other Bidder, or to Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Scranton (Local Public Agency) or any person interested in the proposed Contract; and;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Non-Collusion Affidavit
Signature Page

Signed _____

_____

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____
_____, 20_____

_____

_____
(TITLE)

MY COMMISION EXPIRES _____
_____, 20 _____

Attachment E. Disclosures by Current Contractors

1. Provide the names and titles of all individuals providing professional services to the City of including advisors and subcontractors, if any. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.

    - List the names of any of the above individuals who are current or former officials or employees of the City of Scranton and their position;
    - List the names of any of the above individuals who has been a registered federal or state lobbyist and the date of the most recent renewal/registration.

2. Since January 1, 2011, have any of the individuals identified in paragraph two above been employed by the City of Scranton. If yes, please identify the individual by his/her name and position with the City of Scranton and dates of employment.

3. Since January 1, 2011, has the Contractor employed paid compensation to a third party intermediary, agent, or lobbyist to directly or indirectly communicate with any individual on the list of municipal officials in connection with any transaction or investment involving the Contractor and the City of Scranton. This question does not apply to any officer or employee of the Contractor who is acting within the scope of the Contractor's standard professional duties on behalf of the Contractor including the actual provision of legal, accounting, engineering, real estate, or other professional advice, services or assistance pursuant to its professional services contract with the City of Scranton.

4. Since January 1, 2011 has any agent, officer, director, or employee of the Contractor solicited a third party to make a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made. If yes, please identify the agent, officer, director, or employee who made the solicitation; the individual or individuals who were solicited, and the municipal officers, candidates, political party, or political committee for whom the solicitation was made.

5. Since January 1, 2011, has the contractor made any Contribution to a municipal official or candidate for municipal office in the City of Scranton. If yes, please identify the recipient, the amount, and the date of the contribution.

6. Does the Contractor have a direct financial, commercial, or business relationships with any individual on the List of Municipal Officials. With regard to every municipal official for which the answer is yes, identify that individual and provide a detailed written description of that relationship.

7. Since January 1, 2011, has the Contractor conferred any gift of more than nominal value to any individual on the List of Municipal Officials. A gift includes money, services, loans, travel, and entertainment, at value or discounted value. With regard to every municipal official for which the answer is yes, identify the recipient, the gift, and the date it was conferred.

8. Did the Contractor make political contributions the meet all of the following four criteria: (i) The contribution was made at any time since January 1, 2011; (ii) the contribution was made by an officer, director, executive-level employee, or owner of at least five percent (5%) of the Contractor; (iii) the amount of the contribution was at least $500.00 in the form of either a single contribution by an officer, director, executive-level employee or owner of at least five percent (5%) or the aggregate of all contributions by all officers, directors, executive-level employees, and owners of at least five percent (5%) and (iv) the contribution was made to a candidate for any public office in the Commonwealth of Pennsylvania or to an individual who holds that office, or to a political committee

of a candidate for public office in the Commonwealth of Pennsylvania or of an individual who holds that office. If yes, then the Contractor shall provide the following information: the name and address of the contributor, the contributor's relationship to the Contractor, the name and office or position of each recipient, the amount of the contribution, and the date of the contribution.

9. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the Contractor and officials or employees of the City of Scranton. If yes, please provide a detailed written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist.

10. Please provide the name(s) and person(s) completing this form. One of the individuals identified by the Contractor in paragraph two must participate in completing this form and must sing the verification statement below.

VERIFICATION

I, _____, hereby state that I am _____

For _____, and am authorized to make this verification.

I verify that the facts set forth in the foregoing Act 44 Disclosure Form for entities providing professional services to the City of Scranton are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to penalties of 18 P.A.C.S section 4904 relating to unsworn falsification to authorities.

Signed: _____ Date: _____

CC Cleaning Services

The City of Scranton

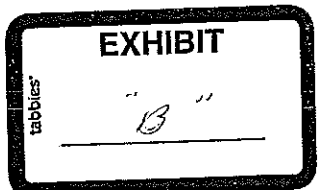
340 North Washington Ave

Scranton, PA 18503

Attention: City of Scranton ,

Since 2006

cccleaningpa.com



CC Cleaning Services

Janitorial Proposal

The City of Scranton

Dear City of Scranton,

Thank you for the opportunity to prepare a janitorial quote for The City of Scranton. Happy customers are the lifeblood of our business and we know that the number one way to keep you happy is to consistently keep your facility clean!

We achieve that goal by properly supervising and training our staff, using very specific cleaning checklists and inspecting all completed work. In addition, we'll regularly stay in touch with you using your preferred method(s) of communication (i.e. log books, emails, phone calls or personal visits).

We appreciate the time and effort that goes into the consideration of our proposal and encourage you to call if you require any additional information or have any questions or concerns.

At CC Cleaning Services, we look forward to the possibility of teaming up with you and The City of Scranton!

Sincerely,

Cassidy Miller

Cassidy Miller

CC Cleaning Services

Table Of Contents

Cover page 1
Letter of Introduction 2
Contact 4
Janitorial Proposal Page 5

1480

Contact Information

CC Cleaning Services

110 Potter St
Dunmore, PA 18512

cccleaningpa.com

cassidy@cccleaningpa.com

1481

Janitorial Services Proposal

for

The City of Scranton

At CC Cleaning Services, we thank you for your consideration of our proposal to provide janitorial services for The City of Scranton. We look forward to a mutually satisfying relationship and are committed to providing you with professional and affordable services, with a goal of exceeding all expectations.

The following facility and pricing information is submitted for your review:

- Total Cleanable space for your facility: 50,000 Square Feet
- Cleaning Frequency: 2 days per week
- Cleaning Days:
- Cleaning Start Time: After business hours

CC Cleaning Services proposal for janitorial service is $33,540.00 for the period of one year to commence on TBD.

Please see Attachment A. for Janitorial Specifications.

Please see Attachment B. Affirmative Action Certification.

Please see Attachment C. Certificate of Non-Segregated Facilities.

Please see Attachment D. Non- Collusion Affidavit of Prime Bidder.

Please see Attachment E. Disclosures by Current Contractors.

Cassidy Miller

CC Cleaning Services

1482

INVITATION TO BIDDERS
CITY OF SCRANTON
DEPARTMENT OF BUILDINGS

SEALED BIDS WILL BE RECEIVED BY THE CITY CONTROLLER'S OFFICE, 2ND FLOOR, CITY HALL, 340 NORTH WASHINGTON AVENUE, SCRANTON, PA 18503, UNTIL 10:00 A.M. ON FRIDAY, SEPTEMBER 8, 2017 AT WHICH TIME THEY WILL BE OPENED AND READ ALOUD IN COUNCIL CHAMBERS BY THE DEPARTMENT OF BUSINESS ADMINISTRATION REPRESENTATIVE FOR THE RE-BID OF JANITORIAL SERVICES FOR SCRANTON CITY HALL AND THE SCRANTON POLICE HEADQUARTERS. THIS WILL BE A ONE YEAR CONTRACT WHICH BEGINS AUGUST 01, 2017 THROUGH AND INCLUDING JULY 31, 2018.

ALL BIDS TO BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS TO BE OBTAINED FROM THE OFFICE OF PURCHSING, FOURTH FLOOR CITY HALL, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA 18503. ALL PROPOSALS MUST BE SUBMITTED ON FORMS OBTAINED FROM THE BUREAU OF PURCHASING.

EACH BIDDER SHALL ENCLOSE A CERTIFIED CHECK, CASHIER CHECK AND/OR BID BOND IN THE AMOUNT OF TEN PERCENT (10%) OF THE BID DRAWN TO THE ORDER OF THE CITY OF SCRANTON, AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS OR REJECTS THE SAME AND AS TO THE SUCCESSFUL BIDDER UNTIL THE REQUIRED SURITY BONDS ARE FURNISHED. THE SUCCESSFUL BIDDER, WITH TEN (10) DAYS OF THE NOTIFICATION OF THE AWARD SHALL BE REQUIRED TO FURNISH A SURETY BOND IN THE AMOUNT OF 100% OF THE TOTAL CONTRACT AS A GUARANTEE TO FURNISH SERVICES AS SPECIFIED. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO SUBMIT CERTIFICATE OF INSURANCE, AS SPECIFIED, INCLUDING PUBLIC LIABILITY INSURANCE. THE CONTRACT WILL BE AWARDED TO THE LOWEST MOST RESPONSIBLE BIDDER; HOWEVER, THE CITY OF SCRANTON RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART OF ANY BID IN CONNECTION WITH SAID PROJECT.

ENVELOPES CONTAINING BIDS SHALL BE PLAINLY MARKED SPECIFYING WORK COVERED BY THE BID AND DELIVERED OR MAILED TO THE OFFICE OF THE CITY CONTROLLER, 2ND FLOOR, CITY HALL, 340 NORTH WASHINGTON AVENUE, SCRANTON, PA 18503, BY THE TIME AND DATE FIRST SPECIFIED ABOVE.

_____

PATRICK HINTON
DIRECTOR/BCO
LICENSING, INSPECTIONS & PERMITS

CITY OF SCRANTON

REQUEST FOR PROPOSALS

DETAILED SPECIFICATIONS

SCRANTON CITY HALL

&

SCRANTON POLICE DEPARTMENT

JANITORIAL SERVICES

INTRODUCTION

The City of Scranton is requesting proposals to furnish the necessary labor, supervision, materials, and equipment, to satisfactorily perform janitorial services at our Scranton City Hall and Police Department.

BID INSTRUCTIONS

1. Due Date and Time

   Bids will be accepted until Friday, September 8, 2017 at 10:00 A.M. Faxed bids will not be accepted.

2. Bid submittals

   The bid must be delivered in a sealed enveloped plainly marked specifying work covered by the bid and delivered or mailed to the office of The City Controller, 2nd floor, City Hall, 340 N. Washington Ave., Scranton, PA 18503.

Contact Information

For questions, please contact:

Patrick Hinton
Director/BCO
Licensing, Inspections, & Permits
Director of Buildings
340 N. Washington Avenue
Scranton, PA 18504
phinton@scrantonpa.gov

Questions and Addenda

If your firm intends to respond to the RFP, send an e-mail stating that your firm intends to respond ("Interested Party"), to phinton@scrantonpa.gov. Any questions regarding this RFP shall be directed in writing by the Interested Party to Patrick Hinton, at (570) 348-4169. If at any time this RFP needs to be revised, an amendment will be issued via e-mail to all Interested Parties.

Submission of Qualifications

All qualifications must be either hand delivered or mailed to City Controller, City Hall, 2nd Floor, and 340 North Washington Avenue, Scranton, PA 18503. Proposals will not be accepted by electronic mail or facsimile transmission. The City of Scranton will require six (6) copies of the qualifications, which shall be placed in a sealed envelope marked "City of Scranton Cleaning Services." Proposals will be received until Friday September 8, 2017 at 10:00 a.m. Any proposals received after the above-mentioned time and date will not be accepted. Any qualifications not addressed properly will not be accepted.

The City of Scranton assumes no responsibility for delays in any form of carrier, mail, or delivery service causing the submission to be received after the above-referenced due date and time. The final selection shall be made in the sole discretion of the City.

GENERAL SCOPE OF WORK

Services required are outlined in Attachment A of this document. The following additional information is provided to assist the proposer in understanding the scope of services needed by the City of Scranton.

The City of Scranton takes pride in providing an exceptionally clean and safe environment at all times for its employees and expects the janitorial services to demonstrate this same pride in their work performed.

STAFFING

The Contractor shall provide adequate personnel, trained in proper cleaning and janitorial methods and techniques to properly and satisfactorily maintain the facilities on a day-to-day basis during the scheduled times indicated.

EMPLOYEE RECRUITMENT

The Contractor must demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible. If a change of staff is to occur, the Superintendent of Buildings shall be notified prior to the change when possible or as quickly as possible thereafter. In addition, staff shall have the ability to:

- Have the necessary public relations skills to deal with employees in a professional, courteous, businesslike manner;
- Understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner;
- Maintain poise and self-control under stress.

EMPLOYEE ACCEPTANCE BY THE CITY OF SCRANTON

The City of Scranton will be the sole judge of the efficiency and acceptability of each janitorial employee's performance while on site. The City of Scranton reserves the right to require the Contractor to remove any janitorial personnel from further duty at City Hall and Police Department, without cause and without the right to recover damages by such janitorial employee or by the Contractor from the City of Scranton. If the City of Scranton requires the removal of any janitorial personnel from duty, the City of Scranton will attempt to provide the Contractor reasons for the removal demand. However, the City of Scranton is not required to provide such reasons, the Contractor may not challenge such reasons, and the Contractor shall promptly remove and replace an individual janitorial employee when requested to do so by the City of Scranton.

APPEARANCE STANDARDS

The selected Contractor's employees shall be neat and clean in appearance and shall have identification that clearly identifies them as an employee of the Contractor.

CONTRACTOR RESPONSIBILITY

The successful Contractor shall be responsible for all coordination, and supervision of personnel associated with the janitorial service at City Hall and Scranton Police Department. These activities include, but may not be limited to, the following:

- Recruit, screen, and train personnel;
- Provide a Project Manager who shall be responsible for the performance of the contract and remain the Contractor's contact person for the duration of the contract. The Project Manager shall establish a routine for communications with the Superintendent of Buildings to provide a prompt and timely response to any concerns or problems that may arise. Time and frequency of direct meetings may vary as determined by the Superintendent of Buildings. The Project Manager shall contact the Superintendent of Buildings to review overall performance, receive special instructions regarding cleaning items, or discuss other pertinent items regarding the contract and the Contractor's performance;

- Furnish all cleaning supplies, cleaning materials, and equipment necessary for the proper performance of the janitorial service. Supplies and materials include but are not limited to brooms, brushes, dust cloths, wet and dry mops, sponges, and squeegees;
- Provide all necessary cleaning equipment including, but not limited to, industrial type vacuum cleaners needed for the performance of the work of this contract. Such equipment shall be of the size and type customarily used in work of this kind and shall meet the approval of the Superintendent of Buildings, which shall not be unreasonably withheld. Equipment deemed by the Superintendent of Buildings to be of improper type or design or inadequate for the purpose intended shall be replaced by the Contractor;
- Provide hazardous chemical communications training to Contractor's personnel;
- Provide adequate field supervision to ensure janitorial staff arrive at assigned post on time, perform their duties throughout their assigned shift, and provide backup as needed during all required hours. A detailed plan for providing supervision must be included with proposal;
- Evaluating staff performance;
- Break down of any cardboard boxes generated by supplies, materials, or equipment used by the Contractor as well as the City of Scranton supplied consumables and place in the dumpster area for recycling;
- Report vandalism and/or damage of the City of Scranton property to the Superintendent of Buildings immediately upon discovery.

*NOTE: CONTRACTORS AND EMPLOYEES MUST SUBMIT TO AND PASS A CRIMINAL BACKROUND CHECK PRIOR TO PERFORMING SAID DUTIES.

CITY OF SCRANTON RESPONSIBILITY

The City of Scranton will be responsible for providing janitorial supplies to the Contractor. These include, but may not be limited to, the following:

- Furnish electrical power at existing power outlets for the Contractor's use to operate equipment as is necessary in the conduct of the required work. Hot and cold water will also be made available as necessary for that purpose;
- May supply (if needed) all consumable supplies for restrooms to include hand soaps, paper towels, toilet tissue, sanitary napkins and tampons, shower curtains, paper cups, porcelain ware cleaner, liquid and powder detergents, disinfectants, glass cleaner, floor polish (if needed), metal and furniture polish, plastic bags, and any other compounds necessary to properly maintain the premises;
- Provide storage for the Contractor to store any necessary supplies, materials and equipment;
- Schedule inspections with the Contractor's Project Manager. Quality service and strict adherence to the contract will be expected from the Contractor.

SECURITY

Keys to various areas of the facilities will be made accessible to the Contractor, but shall not be removed from the premises. All costs accrued by the City of Scranton in reinstating facility security occasioned by loss of facility keys due to the Contractor's and/or its employees' negligence will be billed to the Contractor.

The Contractor shall ensure that only their properly identified employees listed with the Superintendent of Buildings are permitted on the premises during the performance of daily duties. The Contractor will be held strictly accountable for damages or breaches of security caused by its employees.

Attachment A: Janitorial Specifications

Please see attached.

ATTACHMENT A

JANITORIAL SPECIFICATIONS

CITY HALL:

All services shall be performed two (2) days each week starting at 4:30 PM.

1. Main/rear entrance glass doors & all office glass doors cleaned two (2) days per week.

RESTROOMS:

- Empty all waste receptacles and replace plastic liners;
- Sweep and then mop floors with disinfectant;
- Clean lavatories, water closets, etc.;
- Refill towel, tissue and soap dispensers as needed;
- Polish all mirrors with glass cleaner;

NOTE: All water closets, toilets and urinals shall be washed inside and out with a disinfectant detergent.

VENDING & LUNCHROOM AREA – 3RD FLOOR:

- Vacuum floors.

OFFICE & COMMON AREAS:

- Vacuum all carpeted areas where needed.

NOTE: After cleaning any office area, **TURN OFF** all lights in that area. The corridor (entrance) doors to these offices need to be **CLOSED AND LOCKED**. Lock interior doors to the offices' which were locked upon arriving to the building. **It is the responsibility of the Cleaning Contractor to check ALL doors that are supposed to be locked and make sure these doors are locked and lights properly turned off before leaving the building for the night.**

POLICE DEPARTMENT:

All services shall be performed 2 days each week starting at 4:30 PM.

1. The following admin areas shall be serviced: Sergeant's Office, Patrol 110, Captain Office109, Lieutenant Office 108, Lieutenant Office 106, Lieutenant Office 107 Computer Station 105, Interview Rooms 103 and 104, Vestibule 100, Lobby 101, Front Desk 124, Vestibule 121, Stair #1, Vending 116A, Physical Training 115, Corridor 119, 120, 127, 129, 165, Sallyport *(sweep only)* 135 and all of the Holding Areas, Second Floor Office 207, Lab 206, Corridor 201, Office 203;
2. Men's Toilet Room, Men's Locker Room and Shower, Women's Toilet Room, Women's Locker Room and Shower;

OFFICE AREAS:

- Empty all waste receptacles, replace plastic liners and take waste to designated location for removal;
- Vacuum all carpeted areas. Spot clean spills and smudges (IF) occurred during the day;
- Dust-mop all corridors and lobbies with vinyl tile and then mop vinyl floors;
- Clean glass doors on all entrances and office doors (inside and outside).

OFFICE RESTROOMS:

- Empty all waste receptacles and replace plastic liners;
- Sweep and then mop vinyl floors;
- Clean lavatories, water closets, etc.;
- Refill towel, tissue and soap dispensers as needed;
- Polish all mirrors with glass cleaner.

NOTE: All water closets, seats and urinals shall be washed inside and out with a disinfectant detergent.

VENDING & LUNCHROOM:

- Machine scrub floor to remove foreign matter and spillage;
- Clean all tables and chairs;
- Empty all waste receptacles and replace plastic liners;
- Sweep & Mop floors.

NOTE: After cleaning any office area, TURN OFF all lights in that area. The corridor (entrance) doors to these offices' need to be CLOSED AND LOCKED. Lock all interior doors in the offices' which were locked upon arriving to the building. It is the responsibility of the Cleaning Contractor to check ALL doors that are supposed to be locked and make sure these doors are locked and lights properly turned off before leaving the building for the night.

LOBBY & CORRIDOR:

- Clean all glass doors on lobby entrance inside and out;
- Machine scrub floor to remove foreign matter and spillage;
- Spray buff or burnish floor;
- Sweep and clean rear entrance and outside building;
- Clean lobby restroom using specs above for restrooms;
- Clean interview room-clean tables, sweep and mop.

MEN'S TOILET ROOM, LOCKER ROOM AND SHOWER/WOMEN'S TOILET ROOM, LOCKER ROOM AND SHOWER:

- Empty all waste receptacles and replace plastic liners;
- Sweep and mop floors;
- All water closets, seats and urinals shall be washed inside and out with a disinfectant detergent;
- Clean shower stalls with a disinfectant detergent;
- Wash basins shall be cleaned & disinfected;
- Stall dividers and walls are to be washed with a disinfectant detergent solution;
- Clean all mirrors, shelves, chrome fixtures;
- Refill towel, tissue and soap dispensers as needed;
- Spot clean all finger traffic around door frames and light switches.

HOLDING AREAS:

- Sweep & mop floors;
- Clean & disinfect sinks & toilets.

FITNESS ROOM:

- Dust, sweep & mop floor.

Attachment B. Affirmative Action Certification

During the term of this contract, Bidder agrees as follows:

(1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.

(2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will received consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.

(3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

(4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it; such a factor shall be considered in mitigation in determining appropriate sanctions.

(5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.

(6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

(7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall

furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

(8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

(9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

(10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract id for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produces.

DATE: 9/8/17

CC Cleaning Services
(Name of Bidder)

BY Cassidy Miller Cassidy Miller

TITLE Owner

Lois Syryla

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Lois Syryla, Notary Public
Dunmore Boro, Lackawanna County
My commission expires December 23, 2019

Attachment C. Certificate of Non-Segregated Facilities

The bidder certifies that he does not maintain or provide for his employees and segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated Facilities," means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. §1001.

DATE: 9/8/17

C C Cleaning Services
(Name of Bidder)

BY Cassidy Miller Cassidy Miller

TITLE Owner

Lois Syryla

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Lois Syryla, Notary Public
Dunmore Boro, Lackawanna County
My commission expires December 23, 2019

Attachment D. Non-Collusion Affidavit of Prime Bidder

STATE OF Pennsylvania

COUNTY OF Lackawanna

Cassidy Miller, being first duly sworn, deposes and says that:

1. He is Owner
(Owner, partner, officer, representative or agent)

of CC Cleaning Services, the Bidder that has submitted the bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collision or communication or conference with any other Bidder, or to Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Scranton (Local Public Agency) or any person interested in the proposed Contract; and;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Non-Collusion Affidavit
Signature Page

Signed Cassidy Miller Cassidy Miller

Owner CC Cleaning

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 5th DAY OF September
, 20 17

Lois Syryla
Notary
(TITLE)

MY COMMISION EXPIRES December
23, 20 19

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Lois Syryla, Notary Public
Dunmore Boro, Lackawanna County
My commission expires December 23, 2019

Attachment E. Disclosures by Current Contractors

1. Provide the names and titles of all individuals providing professional services to the City of including advisors and subcontractors, if any. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.

    - List the names of any of the above individuals who are current or former officials or employees of the City of Scranton and their position;
    - List the names of any of the above individuals who has been a registered federal or state lobbyist and the date of the most recent renewal/registration.

2. Since January 1, 2011, have any of the individuals identified in paragraph two above been employed by the City of Scranton. If yes, please identify the individual by his/her name and position with the City of Scranton and dates of employment.

3. Since January 1, 2011, has the Contractor employed paid compensation to a third party intermediary, agent, or lobbyist to directly or indirectly communicate with any individual on the list of municipal officials in connection with any transaction or investment involving the Contractor and the City of Scranton. This question does not apply to any officer or employee of the Contractor who is acting within the scope of the Contractor's standard professional duties on behalf of the Contractor including the actual provision of legal, accounting, engineering, real estate, or other professional advice, services or assistance pursuant to its professional services contract with the City of Scranton.

4. Since January 1, 2011 has any agent, officer, director, or employee of the Contractor solicited a third party to make a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made. If yes, please identify the agent, officer, director, or employee who made the solicitation; the individual or individuals who were solicited, and the municipal officers, candidates, political party, or political committee for whom the solicitation was made.

5. Since January 1, 2011, has the contractor made any Contribution to a municipal official or candidate for municipal office in the City of Scranton. If yes, please identify the recipient, the amount, and the date of the contribution.

6. Does the Contractor have a direct financial, commercial, or business relationships with any individual on the List of Municipal Officials. With regard to every municipal official for which the answer is yes, identify that individual and provide a detailed written description of that relationship.

7. Since January 1, 2011, has the Contractor conferred any gift of more than nominal value to any individual on the List of Municipal Officials. A gift includes money, services, loans, travel, and entertainment, at value or discounted value. With regard to every municipal official for which the answer is yes, identify the recipient, the gift, and the date it was conferred.

8. Did the Contractor make political contributions the meet all of the following four criteria: (i) The contribution was made at any time since January 1, 2011; (ii) the contribution was made by an officer, director, executive-level employee, or owner of at least five percent (5%) of the Contractor; (iii) the amount of the contribution was at least $500.00 in the form of either a single contribution by an officer, director, executive-level employee or owner of at least five percent (5%) or the aggregate of all contributions by all officers, directors, executive-level employees, and owners of at least five percent (5%) and (iv) the contribution was made to a candidate for any public office in the Commonwealth of Pennsylvania or to an individual who holds that office, or to a political committee

of a candidate for public office in the Commonwealth of Pennsylvania or of an individual who holds that office. If yes, then the Contractor shall provide the following information: the name and address of the contributor, the contributor's relationship to the Contractor, the name and office or position of each recipient, the amount of the contribution, and the date of the contribution.

9. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the Contractor and officials or employees of the City of Scranton. If yes, please provide a detailed written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist.

10. Please provide the name(s) and person(s) completing this form. One of the individuals identified by the Contractor in paragraph two must participate in completing this form and must sing the verification statement below.

VERIFICATION

I, Cassidy Miller, hereby state that I am Owner

For CC Cleaning, and am authorized to make this verification.

I verify that the facts set forth in the foregoing Act 44 Disclosure Form for entities providing professional services to the City of Scranton are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to penalties of 18 P.A.C.S section 4904 relating to unsworn falsification to authorities.

Signed: Cassidy Miller Date: 9/8/17

Lois Syryla

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Lois Syryla, Notary Public
Dunmore Boro, Lackawanna County
My commission expires December 23, 2019

Scranton
PENNSYLVANIA
DEPARTMENT OF LAW
CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

September 13, 2017

RECEIVED
SEP 14 2017
OFFICE OF CITY
COUNCIL/CITY CLERK

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH CC CLEANING SERVICES FOR JANITORIAL SERVICES FOR SCRANTON CITY HALL AND THE SCRANTON POLICE HEADQUARTERS FOR A ONE (1) YEAR PERIOD.

Respectfully,

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl