



PROPOSED AGENDA ITEM

MEETING DATE: April 26, 2012

SUBJECT: Exterior Painting

SUBMITTED BY: Steven Sceiford, Facilities Manager

DESCRIPTION:

Scope of work: Exterior Painting for Erie County Technical School and Regional Skill Center.

- Pressure wash all exposed surfaces to be painted.
- Remove and replace all deteriorated substrates.
- Caulk all exposed cracks and voids around doors, windows and other areas as required.
- Painting, repairing and finishing of soffit, fascia, non-aluminum roof cap, metal roofing, metal wall panels, metal doors, metal frames, overhead doors, metal storage building and dust collector.

Bids were received for Exterior Painting for Erie County Technical School and Regional Skill Center from the following:

1. Beals McMahon Painting for a total cost of \$ 67,620
2. C. W. Beal for a total cost of \$ 79,740

RECOMMENDATION:

Motion to accept the Exterior Painting for Erie County Technical School and Regional Skill Center bid from Beals - McMahon Painting for a total cost of \$ 67,620



HALLGREN RESTIFO LOOP & COUGHLIN
ARCHITECTS

April 4, 2012

Mr. Paul D. Fritz, Business Manager
Erie County Technical School
8500 Oliver Road
Erie, Pennsylvania 16509-4699

RE: Exterior Painting for
Erie County Technical School and
The Regional Skill Center

Dear Mr. Fritz:

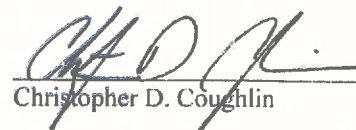
A Bid Tabulation for the above project is enclosed.

The lowest bonafide base bid was received from Beals-McMahon, a local commercial painting contractor that we have worked with on several successful projects, for the base bid in the amount of \$ 67,620.00.

Should the Board concur with this recommendation, we will ask Beals-McMahon to submit the required bonds and insurance certificate and we will prepare an AIA Construction Contract for this project.

Respectfully submitted,

HALLGREN, RESTIFO, LOOP & COUGHLIN



Christopher D. Coughlin

CDC:mam

Enclosure

BID TABULATION

EXTERIOR PAINTING FOR THE ERIE COUNTY TECHNICAL SCHOOL AND THE REGIONAL SKILL CENTER
for
ERIE COUNTY TECHNICAL SCHOOL
ERIE, PENNSYLVANIA 16509

BIDDER & ADDRESS	BASE BID	<u>Deduct Alternate Bid #1</u> Delete painting of metal pole building	<u>Deduct Alternate Bid #2</u> Delete painting of hollow metal doors, windows and overhead doors	<u>Deduct Alternate Bid #3</u> Delete third paint color at Region Skill Center
*Beals McMahon Painting 2121 W. 8 th Street Erie, Pennsylvania 16505	\$ 67,620	- \$ 4,620	-\$ 13,620	-\$ 2,200
C. W. Beal 7051 Edinboro Road Erie, Pennsylvania 16509	\$ 79,740	-\$ 3,500	-\$ 10,000	-\$ 4,600
Maleno Development 2340 W. Grandview Blvd. Suite #1 Erie, Pennsylvania 16506	No Bid Submitted			

***Apparent Low Bidder**





















HALLGREN, RESTIFO, LOOP & COUGHLIN
ARCHITECTS, 4380 WEST TWELFTH STREET, ERIE, PENNSYLVANIA 16505

MARCH 2012

EXTERIOR PAINTING SPECIFICATIONS

FOR

**ERIE COUNTY TECHNICAL SCHOOL &
REGIONAL SKILL CENTER
8500 OLIVER ROAD
ERIE, PENNSYLVANIA 16509**

FOR

**ERIE COUNTY TECHNICAL SCHOOL
8500 OLIVER ROAD
ERIE, PENNSYLVANIA 16509
PHONE 814 - 464-8661
FAX 814 - 464-8625**

ARCHITECT

**HALLGREN, RESTIFO, LOOP & COUGHLIN
4380 WEST TWELFTH STREET
ERIE, PENNSYLVANIA 16505
PHONE 814 - 838-6586
FAX 814 - 838-6588**

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SECTION

0100 INVITATION FOR BIDS

The Erie County Technical School will receive sealed bids for the Exterior Painting Work for the Erie County Technical School and the Regional Skill Center, 8500 Oliver Road; Erie, Pennsylvania until 2:00 p.m. local time on Tuesday, April 3, 2012 at the Erie County Technical School; 8500 Oliver Road; Erie, Pennsylvania 16509, at which time and place all bids will be publicly opened and read aloud.

Pre-bid Conference will be held at the Erie County Technical School, 8500 Oliver Road, Erie, Pennsylvania at 2:00 p.m. on Wednesday, March 28, 2012.

Forms of contract documents, including plans and specifications, are on file at the offices of Hallgren, Restifo, Loop & Coughlin Architects; 4380 West Twelfth Street; Erie, Pennsylvania 16505. Copies of the documents may be obtained by depositing \$50.00 with the Architect for each set. The deposit will be refunded upon return of the documents in good condition within ten (10) days after bid opening only to those bidders who have submitted a bona fide bid.

Bid security in the minimum amount of ten percent (10%) of the bid shall be submitted with each bid. The successful bidder will be required to furnish Performance, Payment and Maintenance Bonds.

Attention is called to the fact that the Contractor must ensure that applicants for employment are not discriminated against because of their race, color, religion, sex, national origin or physical handicap, and that the Resident Employment and Training Requirements of Executive Order 11246 be observed.

With respect to the project, all bidders must comply with those provisions of Federal and State Statutes and their rules and regulations which deal with the prevention of environment pollution and the preservation of public natural resources.

All bidders must complete and execute a Non-Collusion Affidavit and submit this affidavit with their bid.

The School reserves the right to reject any or all bids and to waive any informalities in the bidding.

No Bid shall be withdrawn for a period of sixty (60) days, subsequent to the opening of Bids, without the consent of the Erie County Technical School.

THE ERIE COUNTY TECHNICAL SCHOOL IS AN EQUAL OPPORTUNITY AGENCY

Paul D. Fritz, Business Manager



AIA Document A701

Instructions to Bidders

1987 EDITION

TABLE OF ARTICLES

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A701-1987 1

INSTRUCTIONS TO BIDDERS

ARTICLE 1 **DEFINITIONS**

1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications 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 signed 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.

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 and the Bid is made in accordance therewith.

2.1.2 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, for other portions of the Project, if any, being bid concurrently or presently under construction.

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.

3.1.2 Bidding Documents will not be issued directly to Sub-bidders or others 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 In making copies of the Bidding Documents available on the above terms, the Owner and the Architect do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant permission for any other use 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 in the Contract Documents.

3.4 ADDENDA

3.4.1 Addenda will be mailed or delivered 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 No Addenda will be issued 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.

ARTICLE 4

BIDDING PROCEDURES

4.1 FORM AND STYLE OF BIDS

4.1.1 Bids shall be submitted on forms identical to the form included with the Bidding Documents.

4.1.2 All blanks on the bid form shall be filled in by typewriter or manually in ink.

4.1.3 Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

4.1.4 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 include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation or other legal entity. 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 If so stipulated in the Advertisement or Invitation to Bid, or supplementary instructions to bidders, each Bid shall be accompanied by a bid security in the form and amount required, pledging that the Bidder will 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 Subparagraph 6.2.1.

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 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 or telegraphic Bids are invalid and will not receive consideration.

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.

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 or by telegram; if by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked 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 modified or resubmitted.

ARTICLE 5

CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

5.1.1 Unless stated otherwise in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be opened publicly and will be read aloud. An abstract of the Bids will be made available to Bidders. When it has been stated that Bids will be opened privately, an abstract of the same information may, at the discretion of the Owner, be made available to the Bidders within a reasonable time.

5.2 REJECTION OF BIDS

5.2.1 The Owner shall have the right to reject any or all Bids, reject a Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or reject a Bid which is in any way incomplete or irregular.

5.3 ACCEPTANCE OF BID (AWARD)

5.3.1 It is the intent of the Owner to award a Contract to the lowest responsible 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 or 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

6.1.1 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

6.2.1 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 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.

6.3.3 Prior to the award 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 Subparagraph 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

8.1 FORM TO BE USED

8.1.1 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.

SECTION

0110

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS

To be considered, proposals must be made in accordance with these Supplementary Instructions to Bidders. Proposals will be received for the following:

Contract #1 - Exterior Painting

All Bidders shall examine all drawings and specifications and visit the site for the overall intent of the work.

2. PRE-BID CONFERENCE

Will be held at the Erie County Technical School, 8500 Oliver Road, Erie, Pennsylvania 16509, Wednesday, March 28, 2012 at 2:00 p.m.

3. BID DATE

Tuesday, April 3, 2012

4. BID TIME

2:00 p.m. local time.

5. BID OPENING LOCATION

All proposals must be in opaque envelopes addressed to:

Paul D. Fritz, Business Manager
Erie County Technical School
8500 Oliver Road
Erie, Pennsylvania 16509

Bids shall be identified on the outside of the envelope with "Bid for Exterior Painting at the Erie County Technical School and Regional Skill Center." Bids will be opened in the Erie County Technical School, 8500 Oliver Road, Erie, PA.

6. BIDDING DOCUMENTS

Bidders may obtain drawings and specifications from the office of the Architect - Hallgren, Restifo, Loop & Coughlin; 4380 West Twelfth Street; Erie, Pennsylvania 16505 - upon deposit of \$50.00 per contract set. Those bidders who submit a bona fide proposal may obtain refund of deposit by returning sets in good condition within ten (10) days after proposals have been opened. Those who do not submit bids will forfeit deposit.

7. FUNDING

General Fund

8. FORMS

Contract, Bid Bond and Surety Bond Forms bound herein are for information purposes and are not to be detached or filled in. Bid Forms will be provided to all prospective bidders on record in the Architect's Office.

All forms must be complete and properly executed, with names typed below signatures. Corporate signatures must be made with the legal name of the corporation and the legal signature of an officer authorized to bind the corporation to a contract.

9. PROPOSALS

The proposal must be tendered in duplicate in a sealed opaque envelope bearing on the outside the name and address of the bidder, the name of the project and the designation of the work proposed. Proposals may be delivered in person or by mail, addressed as indicated. Proposals received after the date and hour set for the opening of Bids will not be considered.

Proposals must have all blank spaces filled in, with numbers stated in figures and in writing, signatures affixed in longhand and the entire form completed without interlineation, alteration or erasure.

Proposals must be based on the drawings and specifications with no modifications of the work to be done. It is intended that the materials, products and methods herein specified shall be the standard of quality and performance required; where more than one is mentioned, the choice is optional with the Contractor.

No oral or telephonic modifications of a proposal will be accepted. Any modification or withdrawal of a proposal already submitted must be properly executed by the bidder and delivered prior to the opening of bids in a sealed envelope bearing the name of the bidder and the title of the enclosure. No modifications will be accepted after the opening of bids. No proposal may be withdrawn within sixty (60) days after the time of opening.

10. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable laws and regulations of all governmental authorities having jurisdiction over construction of the project apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. The cost of compliance with all applicable laws and regulations shall be included in the bid price.

11. CONDITIONS OF WORK

Before submitting a proposal, each bidder must carefully examine the drawings and specifications, visit the site of the work, and fully acquaint himself with all conditions and limitations under which he will have to work; he must include in the proposal an amount to cover the cost of all items included in or reasonably implied by the documents. No allowances will be made subsequent to the submission of a proposal for claims based on insufficient data, incorrect assumptions or misunderstood conditions in connection with the work.

12. PERMITS

Not required.

Also, see General Conditions, Article 2.6.

PROPOSAL FOR EXTERIOR PAINTING
AT ERIE COUNTY TECHNICAL SCHOOL AND THE REGIONAL SKILL CENTER

Erie County Technical School
8500 Oliver Road
Erie, Pennsylvania 16509

Date _____

Bid From _____

Joint Operating Committee:

We propose to do all of the Exterior Painting at the Erie County Technical School and the Regional Skill Center in conformity with the plans and the specifications as prepared by Hallgren, Restifo, Loop & Coughlin, Registered Architects, and after an examination of the site and all of the contract documents, including the Instructions to Bidders, this Form of Proposal, the General Conditions of the AIA, Supplementary General Conditions and Special Conditions, we submit this proposal and enclose the bid security in the minimum amount of ten percent (10%) in the form of a certified check or bid bond made payable to the Owner, which is to be retained by the Owner, if we fail to furnish approved bonds and execute a contract within sixty (60) days after the issuance of an award. Should the Owner fail to make an award through no fault of ours, the Owner shall return the bid security to us within the sixty (60) days.

We understand that the Owner reserves the right to reject any or all of the proposals or part thereof or items therein, and to waive technicalities. It is further understood that competency and responsibility of bidders will receive consideration before award of this contract.

The bidder shall submit this Bid with the understanding that the work on this project must be started in June 2012 and be completed by July 20, 2012 and that time for the completion of the work shall be considered as of the essence of this contract. It is also understood that the water cannot be off for more than one week during this time period.

BASE BID PROPOSAL

The Bidder agrees to perform all Exterior Painting as described in the specifications and shown on the drawings for the "Exterior Painting at the Erie County Technical School and the Regional Skill Center" for Erie County Technical School for the sum of:

DOLLARS (\$ _____)

ALTERNATES

The contractor shall indicate below the costs requested which shall form the basis for any substitutions, additional work required or work requested but not desired by the Owner for any reason. These costs shall reflect the total cost to be added or deducted including all related work regardless of nature, labor, material, installation, transportation, taxes, if any, overhead and profit, demolition, or any other expense associated with the work. Failure to completely fill out the entire proposal will be grounds for rejecting the proposal.

DEDUCT ALTERNATE BID #1

For deleting the painting of the metal pole building located to the east of the Erie County Technical School, DEDUCT from the Base Bid the sum of:

_____ DOLLARS (\$ _____)

DEDUCT ALTERNATE BID #2

For deleting the painting of the hollow metal doors, door frames, window frames, metal panels and overhead doors, DEDUCT from the Base Bid the sum of:

_____ DOLLARS (\$ _____)

ADDENDUM NUMBER

DATED

_____	_____
_____	_____
_____	_____

We further agree to present to the Owner on a form and with companies approved by the Owner at the time of the signing of the contract, the types and coverages of insurance as specified in the Supplementary General Conditions of these specifications.

NAME OF COMPANY _____

SIGNED BY _____

ADDRESS _____

PHONE _____

FAX _____

A F F I D A V I T

State of _____)ss.

County of _____)

_____, being first duly sworn, deposes and says:

That he is _____
the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Erie County Technical School or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of:

Bidder, if the bidder is an individual;

Partner, if the bidder is a partnership;

Officer, if the bidder is a corporation

Subscribed and sworn to before me this

_____ day of _____, 20 ____.

My commission expires _____, 20 ____

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we _____
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and _____
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of _____
as Surety, hereinafter called the Surety, are held and firmly bound unto _____
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of _____

Dollars (\$ _____),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this _____ day of _____ 20____

_____	{	_____	(Seal)
(Witness)		(Principal)	
_____	{	_____	(Seal)
(Witness)		(Surety)	
		_____	(Title)

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

☐ None

☐ See Page 3

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

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

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

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

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

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

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

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

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

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

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

8 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.

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

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Payment Bond

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

☐ None

☐ See Page 6

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the 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.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

- 1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- 2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- 3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 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 the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 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 payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, 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.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

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

15 DEFINITIONS

15.1 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 Contract. 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.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

MAINTENANCE BOND

Know All Men by These Presents

Bond No.

That we, as principal,
and a corporation duly organized under and by the virtue of the laws of the State of
Pennsylvania, and authorized to become sole surety on bonds in the State of as Surety, are held
and firmly bound unto the
hereinafter called Obligee, in the just and penal sum of Dollars
(\$.....), lawful money of the United States of America, to the payment of which well and truly to be
made the Principal binds itself, its successors and assigns, and the Surety binds itself, its successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by means of a written agreement, dated, contracted
with the Obligee aforesaid, for furnishing all materials and performing all of the work in connection with
.....
.....
..... as specifically set forth in said
contract for said work, and

WHEREAS, the Principal has completed the said contract in accordance with the plans and
specifications thereof, and

WHEREAS, the Obligee has requested the Principal to guarantee said work against defective
workmanship or faulty materials for a period of year(s) from the date of acceptance of said work;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well
and truly make good any defects in material or workmanship which may arise in said work within
..... year(s) from the date of acceptance of said work, then this obligation shall be null and void,
otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, we have set our hands and seals this day of
20.....

.....
Principal

Witness:

By

Witness:

By

Attorney-in-Fact



AIA Document A201

General Conditions of the Contract for Construction

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION
WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS MODIFICATION*

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This document has been approved and endorsed by the Associated General Contractors of America.

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GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 1

GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter 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 other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid 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 Architect and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor or (3) between any persons or entities other than the Owner and 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 or by separate contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, 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, equip-

ment, construction systems, standards and workmanship for the Work, and performance of related services.

1.1.7 THE PROJECT MANUAL

The Project Manual is the volume usually assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 The Contract Documents shall be signed by the Owner and Contractor as provided in the Agreement. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon request.

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

1.2.3 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 intended results.

1.2.4 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.

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

1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

1.3.1 The Drawings, Specifications and other documents prepared by the Architect are instruments of the Architect's service through which the Work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the

Work without the specific written consent of the Owner and Architect. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect. 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 copyright or other reserved rights.

1.4 CAPITALIZATION

1.4.1 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document or (3) the titles of other documents published by the American Institute of Architects.

1.5 INTERPRETATION

1.5.1 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.

ARTICLE 2

OWNER

2.1 DEFINITION

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 term "Owner" means the Owner or the Owner's authorized representative.

2.1.2 The Owner upon reasonable written request shall furnish to the Contractor in writing information which is 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 at the time of execution of the Agreement and, within five days after any change, information of such change in title, recorded or unrecorded.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 The Owner shall, at the request of the Contractor, prior to execution of the Agreement and promptly from time to time thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. *[Note: Unless such reasonable evidence were furnished on request prior to the execution of the Agreement, the prospective contractor would not be required to execute the Agreement or to commence the Work.]*

2.2.2 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.

2.2.3 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assess-

ments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.4 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in orderly progress of the Work.

2.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

2.2.6 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Article 6 (Construction by Owner or by Separate Contractors), Article 9 (Payments and Completion) and Article 11 (Insurance and Bonds).

2.3 OWNER'S RIGHT TO STOP THE WORK

2.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order 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 Subparagraph 6.1.3.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

2.4.1 If the 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 the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a second seven-day period. If the Contractor within such second seven-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, 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 cost of correcting such deficiencies, including compensation for the Architect's additional services and expenses 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 DEFINITION

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 term "Contractor" means the Contractor or the Contractor's authorized representative.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to Subparagraph 2.2.2 and shall at once report to the Architect errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to the Architect. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

3.2.2 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Architect at once.

3.2.3 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.12.

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 Contract Documents give other specific instructions concerning these matters.

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 performing portions of the Work under a contract with the Contractor.

3.3.3 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 other than the Contractor.

3.3.4 The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

3.4 LABOR AND MATERIALS

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

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

3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under 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

3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which 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 AND NOTICES

3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

3.7.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

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 against which the Contractor makes reasonable objection.

3.8.2 Unless otherwise provided in the Contract Documents:

- .1** materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay in the Work;
- .2** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

- .3 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 and not in the allowances;
- .4 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 Clause 3.8.2.2 and (2) changes in Contractor's costs under Clause 3.8.2.3.

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. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

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 and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals.

3.10.3 The Contractor shall conform to the most recent schedules.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11.1 The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition 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.

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 which 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. The purpose of their submittal is to demonstrate for those portions of the Work for

which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of Subparagraph 4.2.7.

3.12.5 The Contractor shall review, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.

3.12.6 The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect. Such Work shall be in accordance with approved submittals.

3.12.7 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.8 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 the Architect has given written approval to the specific 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.

3.12.10 Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents.

3.12.11 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

3.13 USE OF SITE

3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits 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.

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 from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.16 ACCESS TO WORK

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

3.17 ROYALTIES AND PATENTS

3.17.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of 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. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by 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 which would otherwise exist as to a party or person described in this Paragraph 3.18.

3.18.2 In claims against any person or entity indemnified under this Paragraph 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 this Paragraph 3.18 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' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

3.18.3 The obligations of the Contractor under this Paragraph 3.18 shall not extend to the liability of the Architect, the Archi-

tect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

4.1.1 The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

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

4.1.3 In case of termination of employment of the Architect, the Owner shall appoint an architect against whom the Contractor makes no reasonable objection and whose status under the Contract Documents shall be that of the former architect.

4.1.4 Disputes arising under Subparagraphs 4.1.2 and 4.1.3 shall be subject to arbitration.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 12.2. The Architect will advise and consult with the Owner. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when 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 quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect will keep the Owner informed of progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.

4.2.3 The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraph 3.3. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Con-

tractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

4.2.4 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Architect. 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 observations and 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 will have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with Subparagraphs 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 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 with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 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 Paragraph 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, will 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, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

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 with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

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 so rendered in good faith.

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

4.3 CLAIMS AND DISPUTES

4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

4.3.2 Decision of Architect. Claims, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for action as provided in Paragraph 4.4. A decision by the Architect, as provided in Subparagraph 4.4.4, shall be required as a condition precedent to arbitration or litigation of a Claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due, regardless of (1) whether such matters relate to execution and progress of the Work or (2) the extent to which the Work has been completed. The decision by the Architect in response to a Claim shall not be a condition precedent to arbitration or litigation in the event (1) the position of Architect is vacant, (2) the Architect has not received evidence or has failed to render a decision within agreed time limits, (3) the Architect has failed to take action required under Subparagraph 4.4.4 within 30 days after the Claim is made, (4) 45 days have passed after the Claim has been referred to the Architect or (5) the Claim relates to a mechanic's lien.

4.3.3 Time Limits on Claims. Claims by either party must be made 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. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

4.3.4 Continuing Contract Performance. Pending final resolution of a Claim including arbitration, unless otherwise agreed in writing the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

4.3.5 Waiver of Claims: Final Payment. 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.

4.3.6 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which 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, then notice by the observing party shall be given to the other party promptly 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 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 so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Architect has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Paragraph 4.4.

4.3.7 Claims for Additional Cost. If the Contractor wishes to make 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 Paragraph 10.3. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with the procedure established herein.

4.3.8 Claims for Additional Time

4.3.8.1 If the Contractor wishes to make 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.

4.3.8.2 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 and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

4.3.9 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, 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 first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Subparagraphs 4.3.7 or 4.3.8.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 The Architect will review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: (1) request additional supporting data from the claimant, (2) submit a schedule to the parties indicating when the Architect expects to take action, (3) reject the Claim in whole or in part, stating reasons for rejection, (4) recommend approval of the Claim by the other party or (5) suggest a compromise. The Architect may also, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim.

4.4.2 If a Claim has been resolved, the Architect will prepare or obtain appropriate documentation.

4.4.3 If a Claim has not been resolved, the party making the Claim shall, within ten days after the Architect's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Architect, (2) modify the initial Claim or (3) notify the Architect that the initial Claim stands.

4.4.4 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect's decision will be made within seven days, which decision shall be final and binding on the parties but subject to arbitration. Upon expiration of such time period, the Architect will render to the parties the Architect's written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

4.5 ARBITRATION

4.5.1 Controversies and Claims Subject to Arbitration. Any controversy or Claim arising out of or related to the Contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof, except controversies or Claims relating to aesthetic effect and except those waived as provided for in Subparagraph 4.3.5. Such controversies or Claims upon which the Architect has given notice and rendered a decision as provided in Subparagraph 4.4.4 shall be subject to arbitration upon written demand of either party. Arbitration may be commenced when 45 days have passed after a Claim has been referred to the Architect as provided in Paragraph 4.3 and no decision has been rendered.

4.5.2 Rules and Notices for Arbitration. Claims between the Owner and Contractor not resolved under Paragraph 4.4 shall, if subject to arbitration under Subparagraph 4.5.1, be 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. Notice of demand for arbitration shall be filed in writing with the other party to the Agreement between the Owner and Contractor and with the American Arbitration Association, and a copy shall be filed with the Architect.

4.5.3 Contract Performance During Arbitration. During arbitration proceedings, the Owner and Contractor shall comply with Subparagraph 4.3.4.

4.5.4 When Arbitration May Be Demanded. Demand for arbitration of any Claim may not be made until the earlier of (1) the date on which the Architect has rendered a final written decision on the Claim, (2) the tenth day after the parties have presented evidence to the Architect or have been given reasonable opportunity to do so, if the Architect has not rendered a final written decision by that date, or (3) any of the five events described in Subparagraph 4.3.2.

4.5.4.1 When a written decision of the Architect states that (1) the decision is final but subject to arbitration and (2) a demand for arbitration of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.

4.5.4.2 A demand for arbitration shall be made within the time limits specified in Subparagraphs 4.5.1 and 4.5.4 and Clause 4.5.4.1 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Paragraph 13.7.

4.5.5 Limitation on Consolidation or Joinder. No arbitration arising out of or relating to the Contract Documents shall include, by consolidation or joinder or in any other manner, the Architect, the Architect's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a dispute not described therein or with a person or entity not named or described therein. 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.

4.5.6 Claims and Timely Assertion of Claims. A party who files 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. When a party fails to include a Claim through oversight, inadvertence or excusable neglect, or when a Claim has matured or been acquired subsequently, the arbitrator or arbitrators may permit amendment.

4.5.7 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.

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 will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly 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. The Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued. However, no increase in the Contract Sum 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 change a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such change.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 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 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 which may be at variance with the Contract Documents. Subcontractors shall 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 Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and
- 2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

5.4.2 If the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted.

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 elsewhere in the Contract Documents.

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 when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum 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 which 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 the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 10.2.5.

6.2.5 Claims and other disputes and matters in question between the Contractor and a separate contractor shall be subject to the provisions of Paragraph 4.3 provided the separate contractor has reciprocal obligations.

6.2.6 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Paragraph 3.14.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 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 as described in Paragraph 3.15, the Owner may clean up and allocate the cost among those responsible as the Architect determines to be just.

ARTICLE 7

CHANGES IN THE WORK

7.1 CHANGES

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.

7.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive 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.

7.2 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 a change in the Work;
- .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.

7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 7.3.3.

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 and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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

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

- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 unit prices stated in the Contract Documents or subsequently agreed upon;

.3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 as provided in Subparagraph 7.3.6.

7.3.4 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.

7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor 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.

7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect 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, a reasonable allowance for overhead and profit. In such case, and also under Clause 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 Subparagraph 7.3.6 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' or workmen's 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.

7.3.7 Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which 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.

7.3.8 If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Architect for determination.

7.3.9 When the Owner and Contractor agree with the 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 shall be recorded by preparation and execution of an appropriate Change Order.

7.4 MINOR CHANGES IN THE WORK

7.4.1 The Architect will have 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 shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8

TIME

8.1 DEFINITIONS

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

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

8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Paragraph 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. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

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 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 arbitration, or by other causes which 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 Paragraph 4.3.

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

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

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

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work, 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 for operations completed in accordance with the schedule of values. 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 reflecting retainage if provided for elsewhere in the Contract Documents.

9.3.1.1 Such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives but not yet included in Change Orders.

9.3.1.2 Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

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 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 Subparagraph 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 observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, 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 minor deviations from the Contract Documents correctable 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 decide not to certify payment and 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 Subparagraph 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 Subparagraph 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 decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, 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 because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another 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 persistent 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.

9.6 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 promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such 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 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 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 Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 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.

9.7 FAILURE OF PAYMENT

9.7.1 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 arbitration, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. 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, which shall be accomplished as provided in Article 7.

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 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. The Contractor shall proceed promptly to complete and correct items on the list. 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. Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or design-

nated 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 in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. The Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which 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. 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.

9.8.3 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Architect, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in 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 Subparagraph 11.3.11 and authorized by public authorities having jurisdiction over the Work. 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 Subparagraph 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 written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make

such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's observations 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 said final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 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 cancelled 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. The making of final payment shall constitute a waiver of claims by the Owner as provided in Subparagraph 4.3.5.

9.10.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. Such waivers shall be in addition to the waiver described in Subparagraph 4.3.5.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

10.1.2 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner and Contractor, or in accordance with final determination by the Architect on which arbitration has not been demanded, or by arbitration under Article 4.

10.1.3 The Contractor shall not be required pursuant to Article 7 to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

10.1.4 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, 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 is asbestos or polychlorinated biphenyl (PCB) 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) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Owner, anyone directly or indirectly employed by the Owner or anyone for whose acts the Owner 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 Subparagraph 10.1.4.

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.

10.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, 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 Clauses 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 Clauses 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 Paragraph 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 load or permit any part of the construction or site to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 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 Paragraph 4.3 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 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' or workmen's compensation, disability benefit and other similar employee benefit acts which 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 which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- .7 claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.

11.1.2 The insurance required by Subparagraph 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 date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

11.1.3 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

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 in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary 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 Paragraph 9.10 or until no person or entity

other than the Owner has an insurable interest in the property required by this Paragraph 11.3 to be covered, whichever is earlier. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

11.3.1.1 Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, false-work, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents.

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 which 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, then the Owner shall bear all reasonable costs properly attributable thereto.

11.3.1.3 If the property insurance requires minimum deductibles and such deductibles are identified in the Contract Documents, the Contractor shall pay costs not covered because of such deductibles. If the Owner or insurer increases the required minimum deductibles above the amounts so identified or if the Owner elects to purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles. If deductibles are not identified in the Contract Documents, the Owner shall pay costs not covered because of deductibles.

11.3.1.4 Unless otherwise provided in the Contract Documents, this property insurance shall cover portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also portions of the Work in transit.

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 for other special hazards 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, adjoining 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 Subparagraph 11.3.7 for damages caused by fire or other perils 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 Paragraph 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 cancelled or allowed to expire 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 perils to the extent covered by property insurance obtained pursuant to this Paragraph 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 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 Subparagraph 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an arbitration award in which case the procedure shall be as provided in Paragraph 4.5. If after such loss no other special agreement is made, replacement of damaged property shall be covered by appropriate Change Order.

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 be made, arbitrators shall be chosen as provided in Paragraph 4.5. The Owner as fiduciary shall, in that case, make settlement with insurers in accordance with directions of such arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

11.3.11 Partial occupancy or use in accordance with Paragraph 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.4 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 permit a copy to be made.

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 required in writing by the Architect, be uncovered for the Architect's observation 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 which the Architect has not specifically requested to observe 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 charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs 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 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby.

12.2.2 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 Subparagraph 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. This period of one year 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 performance of the Work. This obligation under this Subparagraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

12.2.3 The Contractor shall remove from the site portions of the Work which 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 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Paragraph 2.4. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Architect, the Owner may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the Owner may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

12.2.5 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 which is not in accordance with the requirements of the Contract Documents.

12.2.6 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in Subparagraph 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

12.3.1 If the Owner prefers to accept Work which 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

13.1.1 The Contract shall be governed by the law of the place where the Project is located.

13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. 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.

13.3 WRITTEN NOTICE

13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or 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 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 thereunder, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. 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 the Architect may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

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 Subparagraph 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 the Architect may observe such procedures.

The Owner shall bear such costs except as provided in Subparagraph 13.5.3.

13.5.3 If such procedures for testing, inspection or approval under Subparagraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses.

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

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

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

13.6 INTEREST

13.6.1 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 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1 As between the Owner and Contractor:

- .1 Before Substantial Completion.** As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
- .2 Between Substantial Completion and Final Certificate for Payment.** As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
- .3 After Final Certificate for Payment.** As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under Paragraph 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Paragraph 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

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 days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor, for any of the following reasons:

- .1** issuance of an order of a court or other public authority having jurisdiction;
- .2** an act of government, such as a declaration of national emergency, making material unavailable;
- .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 Subparagraph 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents;
- .4** if repeated suspensions, delays or interruptions by the Owner as described in Paragraph 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; or
- .5** the Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Subparagraph 2.2.1.

14.1.2 If one of the above reasons exists, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

14.1.3 If the Work is stopped for a period of 60 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 persistently 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 Subparagraph 14.1.2.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Contract if the Contractor:

- .1** persistently or 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** persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; 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 Architect that sufficient cause exists to jus-

tify 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 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 accept assignment of subcontracts pursuant to Paragraph 5.4; and
- .3 finish the Work by whatever reasonable method the Owner may deem expedient.

14.2.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 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, such excess shall be paid to the Contractor. If such costs 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 Architect, upon application, and this obligation for payment shall survive termination of the Contract.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

14.3.2 An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance, caused by suspension, delay or interruption. 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 this Contract.

14.3.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions are modifications of the AIA General Conditions. Remaining portions of the General Conditions not in conflict with these Supplementary Conditions remain in full effect.

WORDING

These specifications are of the abbreviated type and may contain incomplete sentences. Omission of superfluous words or phrases such as "a", "the", "shall", "shall be" for example, is intentional; omitted words and phrases are to be supplied by inference. The use of a colon infers the words "shall" or "shall be".

"As approved", "as directed", and the like mean as approved or as directed by the Architect; "as indicated" or "as shown" and the like mean as indicated or shown on the drawings or in the specifications.

Simple imperative statements are to be construed to have full grammatical context.

The use of a SCOPE at the beginning of a section is intended only as a guide to the work included in that section. It must not be construed as a limit or a complete listing of work. Any similar or incidental work which can be reasonably and normally implied or inferred from the drawings and specifications must be included.

CONTRACT DOCUMENTS

The pertinent provisions of the bidding information, conditions, and general project requirements apply to all other divisions of the work and to each trade section within such divisions.

Separation of the specifications and drawings into divisions and sections is for convenience only and is not to be considered as establishing limits of work or trade jurisdiction.

Specifications supersede drawings; larger scale detailed drawings supersede smaller scale and general drawings.

CONTRACTOR

The contractor represents and warrants that he is financially solvent; that he is experienced in and competent to perform, this type of work; that he has carefully examined the contract documents and the site of work and has satisfied himself as to the nature and character of surface and subsurface materials likely to be encountered with which he will have to work; and that he will complete the work to the satisfaction of the Owner and the Architect within the implications of the contract documents. The contractor shall visit the site, examine the drawings and specifications and include all necessary labor and materials needed to accomplish the finish product or project.

MATERIALS

Promptly following the execution of the contract documents, the Contractor must furnish an itemized list of major materials, equipment, specialties and appliances proposed to be used in the work.

It is intended that the materials, products and methods specified by brand or trade names be the standard of quality and performance required. Where more than one is specified, the choice is optional with the Contractor. See alternates on forms of proposals also.

Requests for approval of products or materials, other than those specified, after opening of bids will be considered only if the best interest of the project is involved, or if the specified item is unavailable; proof must be tendered that the item was ordered promptly and that the cause is beyond the control of the Contractor.

Where any material or equipment is substituted for that specified, whether officially approved or not, the Contractor requesting such changes must pay for any additional costs required because of the substitution, even though such costs may be part of other sections of the work.

All work must be performed in accordance with the contract documents. If the Contractor proposes a change in the contract documents and the change is accepted, the Contractor is responsible for fully coordinating the change with the contract documents, including the preparation of any necessary additional drawings; the performance of the change with respect to itself and to all other portions of the work reimbursing the Architect, other Contractors, and materials suppliers for cost incurred by them as a result of the change; and any delays in work caused by the change.

Where materials and methods are indicated on typical details, they are to be used in like fashion in all similar areas locations unless specifically excepted.

Materials or methods specified by brand or trade names are to be installed in accordance with the current edition of the manufacturer's or trade association's specifications which are hereby made part of this specification. Other items not so specified are to be installed in accordance with the good practice standards of the particular trade.

Reference to standard specifications such as ASTM, ACI, etc., implies the current edition of such specifications. Applicable portions of these specifications are in this specification by reference. All packaged materials specified must be delivered to the job in, and used from the original sealed containers; bulk materials must be piled separately and protected from intrusion of foreign matter. All materials must be delivered in time to permit inspection and testing. All materials must be handled and stored in an orderly manner which will protect from damage, stored in watertight sheds where facilities for himself and for his subcontractors; such areas must be approved by the Architect.

INSTRUCTION MANUALS

Before completion of the project, each Contractor must instruct the Owner's designated personnel in the operation and maintenance of the building and its component parts. Furnish two (2) copies of manuals for major equipment; manuals must contain operating instruction, catalog of component parts, and suggested maintenance and repair programs. Names of manufacturers and suppliers and their addresses are to be included for all materials and equipment.

USE OF SITE

Contractors must confine storage areas and equipment to areas not required for soil and sedimentation control by the contractor and within contract limits. In the event of conflict over the site, the Architect will assign areas to protect the interests of all contractors.

Construct and maintain any barricades required for protection or control of traffic.

AS-BUILTS

At the conclusion of the work, obtain a set of white prints from the Architect. Incorporate all as-built data in a clearly legible manner and return such marked prints or sepias within thirty days to the Architect.

ACCESS

Access stairs, ramps, ladders, etc. by the Contractor as necessary for the work. Hoists, chutes and scaffolding must be furnished by those requiring them, or arrangements for their use made with the Contractor.

PHOTOGRAPHS

None required

INSURANCE

Delete Article 11.3 in AIA General Conditions and substitute the following: The Owner will purchase and maintain an All Risk Builders Risk Insurance Policy with vandalism endorsement for the full amount of the construction cost.

AIA A201 Article 11.1.2 and 11.1.3: The Insurance required by this sub-paragraph shall be written for not less than the following amounts and submitted on the following form as evidence of these coverages.

Coverages shall not be allowed to be cancelled or expire until at least thirty (30) days prior notice has been given to the Owner and the Contractor.

ACORD**CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGECOMPANY
ACOMPANY
BCOMPANY
CCOMPANY
D

INSURED

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR OWNER'S & CONT PROT				GENERAL AGGREGATE \$ 3,000,000 PRODUCTS-COMP/OP AGG \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 1,000
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY ☐ UMBRELLA FORM ☒ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL				STATUTORY LIMITS EACH ACCIDENT \$ 500,000 DISEASE - POLICY LIMIT \$ 500,000 DISEASE - EACH EMPLOYEE \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

Contractor and
Erie County Technical School District
8500 Oliver Road
Erie, Pennsylvania 16509

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 255 (003)

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TEMPORARY HEAT

Not required

TEMPORARY WATER

Not required

TEMPORARY POWER

Not required.

SANITARY PROVISIONS

Not required

JOB CONFERENCES

Job conferences will be held bi-weekly while construction is in progress. Unless directed otherwise by the Architect, contractors shall attend either personally or be represented at such meetings. Should the contractor elect to be represented at such meetings, it shall be understood and agreed that the Architect in dealing with contractor's representative does so with full assurance that such representative's actions and commitments may be accepted the same as though the contractor who signed and is bound by the contract were himself present and personally made such agreements or commitments. The Architect will prepare and distribute to all concerned a written report of the Job Conference prior to the next regularly scheduled conference. This report will contain, but is not limited to, a complete listing of any and all clarifications of the contract documents, agreements or commitments made. Any contractor taking exception to the statements in these minutes, or any omissions, shall notify the Architect in writing, within three (3) days after receipt of the minutes, with a copy of the letter of exception to the District's Office listing in detail the exceptions; otherwise, the minutes will stand as written.

ELECTRICAL CODE COMPLIANCE

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

To facilitate inspection by an authorized agency of the National Board of Fire Underwriters, the equipment manufacturer must be prepared to substantiate the UL approval of internal components, where they are not so marked, to the satisfaction of the inspection agency. Any changes to equipment as furnished as well as any charges involved in obtaining the Underwriters' Inspection Service approval shall be paid by the contractor furnishing the equipment, including cost of removal and reinstallation if required.

SECTION

0155 SPECIAL CONDITIONS

1. PROJECT SITE

Is at the existing Erie County Technical School and Regional Skill Center located at 8500 Oliver Road, Erie, Pennsylvania 16509.

2. TIME FOR COMPLETION AND SCHEDULING OF WORK

This project shall be substantially complete (ready for occupancy) by July 20, 2012. *(Substantially complete is hereby defined as the building is ready for occupancy.)*

3. LIQUIDATED DAMAGES

Bidder submits his proposal with the understanding that the work, encompassed in this proposal, be completed no later than July 20, 2012, and that time for the completion of the work shall be considered as of the essence of this contract, and that for the costs of extra inspection, salaries of contingent forces and other expenses entailed by the Erie County Technical School, by delay in completing the contract, said Owner shall be entitled to the fixed sum of one hundred dollars (\$100.00) as liquidated damages from the contractor responsible for each and every day's delay beyond the maximum days allotted above, not caused by the Owner, provided however, that the contractor shall be entitled to one day in addition to the time stipulated for each day's delay that may be caused by the Owner or conditions beyond control of the contractor. It is further understood, however, that any extensions of time, regardless of cause, beyond the above date, must be requested by a letter originated by the contractor and the Owner must grant such extension by letter prior to same becoming effective. The Architect will be the judge of whether the contractor(s) are entitled to an extension.

4. COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- B. Any notice to or demand upon the contractor shall be sufficiently given if delivered at the office of the contractor stated on the signature page of the contract (or at such other office as he may from time to time designate in writing to the Owner), or deposited in the United States mail in a sealed, postage-prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- C. All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the contractor, be delivered to Erie County Technical School; 8500 Oliver Road; Erie, Pennsylvania 16509 and any notice to or demand upon the Owner shall be sufficiently given if so delivered, or deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said address, or to such other representatives of the Owner or to such other address as the Owner may subsequently specify in writing to the contractor for such purpose.

- D. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

5. PRE-BID CONFERENCE

See Supplementary Instructions to Bidders - Section 0110

6. PENNSYLVANIA PREVAILING WAGE RATES

This regulation and the general Pennsylvania Minimum Wage Rates, (Act 442 of 1961, P.L. 987, amended), as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefor in the locality in which public work is performed, are made part of this specification. The Prevailing Wage Predetermination for this project is included in Section 0160.

7. DAILY CLEANUP AND FINAL INSPECTION

The prime contractor and his subcontractors will be responsible for their own cleanup on a daily basis to the satisfaction of the Architect and the Owner's Inspector. The Prime Contractor shall furnish their own dumpster or approved method for collection and disposal of debris accumulated during the performance of their contract. Materials shall be properly secured, protected, covered and prevented from blowing off the site or out of their dumpsters. Waste materials and other materials which litter the site or neighborhood will be reason for withholding contractors payments. Costs incurred by the Owner for cleanup because of contractors negligence will be deducted from moneys owed under their Contract.

The contractor will also be required to clean and wash all surfaces prior to final inspection so that a proper punchlist can be made by the Architect. Materials that become soiled as a result of the punchlist being corrected or completed shall be re-cleaned. The Architect will not make an inspection until he determines that the building is complete and ready for a final inspection and punchlist. Other subcontractors will be responsible for protecting and cleaning their own equipment and fixtures and filters shall be cleaned or replaced if disposable type just prior to acceptance.

8. AWARD OF CONTRACT

Contracts awarded by the Owner will be to the lowest responsible bidder, within the period of time set forth in the proposal. This period of time may be extended by written consent of the bidder.

9. EXECUTION OF CONTRACT

The Architect will notify the successful bidder by mail. This award letter will contain instructions and enclosures necessary for the proper execution of the Contract documents, bonds and insurance.

Bond and insurance requirements are found in the "Supplementary General Conditions." Said bonds and insurance shall be issued by companies legally authorized to conduct business in the Commonwealth of Pennsylvania and which are acceptable to the Owner. Bonds shall be on forms acceptable to the Owner and bound into these specifications.

All Contract Documents must be returned to the Owner, properly executed within ten (10) days of receipt of the award letter. No proposals or awards shall be considered binding upon the Owner unless and until the contract documents, required bonds and required certificates are properly executed and returned.

10. FAILURE TO EXECUTE CONTRACT

If the lowest responsible bidder to whom the contract is awarded, fails to give bonds or execute the contract within the time specified in the proposal, the amount of the proposal guaranty shall be forfeited to the Owner, not as a penalty, but as liquidated damages.

11. FAMILIARITY WITH PROPOSED WORK

All contracts are awarded with the understanding that the contractor, prior to submission of his bid has acquainted himself with the requirements of the drawings and specifications, including those of the other trades, conditions of the site, its terrain, conditions, all utilities in existence to which connections are to be made, all other requirements of the Contract, and that he obtain all information necessary for completion of the work on or before the date specified.

The contractor shall not at any time after the submission of his bid set up any claims whatever based upon insufficient data or incorrectly assumed conditions, nor shall he claim any misunderstanding in regard to the nature, conditions or character of the work to be done under the Contract, and he shall assume all risks resulting from any changes in the conditions which may occur during the progress of this work.

12. FEDERAL AND STATE TAXES

The Owner is exempt from the payment of Federal Excise Tax and no such tax shall be included in the proposal. Contractors and subcontractors may prepare exemption certificates and present them to the Owner for execution, describing the equipment or materials, listing the quantities furnished, and name and address of supplier of the items subject to Federal Excise Tax.

The Owner is subject to sales tax for all fixed equipment and materials. The Owner is not subject to sales tax for any movable furniture or equipment such as the library tables and chairs or shelving. Any ineligible sales taxes paid shall be claimed by the Owner and not the contractor.

13. CHASES, HANGERS AND BUILT-IN ITEMS

Contractors requiring above items built-in must furnish the Owner with same and be responsible for exact location, but the Owner will build them in.

14. HANDLING AND STORAGE

All packaged materials must be delivered in sealed unbroken containers, stored separately and protected at all times. No materials shall be piled so as to come into contact with the ground and all materials shall be protected from water and dampness.

15. CORRECTION OF WORK AFTER FINAL PAYMENT

Amend Article 12 of the General Conditions by extending the time of one (1) year guarantee from the date of substantial completion to the date of final payment. Where warranties of longer duration on equipment are mentioned elsewhere in these specifications, they shall apply and in no way affect the overall guarantee on the rest of the building.

16. CASH ALLOWANCES

Delete Article 3.8 of AIA General Conditions, as none are permitted. Any reference that implies the presence of cash allowances must be deleted. Furthermore, Basic Education Circular 24 P.S. §7-731, "School Construction Specifications states: Cash allowances are not to be included in the bid specifications

17. SAFETY

Regulations of the Williams-Steiger Occupational Safety and Health Act are hereby included as if written out in their entirety.

18. BONDS

The Architect will notify the successful bidder by mail or fax. This award notice will contain instructions and enclosures necessary for the proper execution of the bonds required by the Contract Documents. Said bonds shall be issued by companies legally authorized to conduct business in the Commonwealth and which are acceptable to the Owner.

The following bonds will be required for proper execution:

- A. A guaranty indemnity bond in the amount of one hundred per centum (100%) of the Contract Price as security for the faithful performance of the Contractor of all covenants and agreements on the part of the contractor contained in the Contract;
- B. An additional guaranty indemnity bond in the amount of one hundred per centum (100%) of the Contract Price, conditioned that the contractor will promptly pay for all materials furnished and labor supplied or performed in the prosecution of all work, whether or not the material or labor enter into and become component parts of the building;
- C. An additional guaranty maintenance bond in the amount of ten per centum (10%) of the Contract Price, to insure against defective or inferior materials or workmanship which may develop during the period of one year from the date of completion and acceptance of work performed under this Contract.

Should any surety upon the bond or bonds for the performance of the Contract and payments for materials and labor become unsatisfactory to the Owner, the contractor must promptly furnish such additional security as may be required from time to time to protect the interest of the Owner and of persons supplying materials and labor in the prosecution of the work required by the Contract.

Any person, co-partnership, association or corporation furnishing materials, or rendering services for this project may institute an action to recover for the same against the principal of any Payment Bond in connection with this project, as though such person or corporation were named therein, under and subject to the provisions of Act of Assembly, December 20, 1967, Act. No. 385, P.L., known as the "Public Works Contractors' Bond Law."

19. MUTUAL RESPONSIBILITY OF CONTRACTORS

Should the contractor, in the performance of this Contract, cause or allow to be caused, damage to any person, property or work of another contractor working on this project, he shall, upon due notice to do so from the Owner or other party to the damage, arrange for prompt and amicable settlement thereon. It is agreed by all parties herein that such disputes shall not delay completion of the work, nor be cause for claim against the Owner. Work shall be continued by the party claiming damages at his expense, subject to such damages as may be obtained by due course of law.

20. DRAWINGS AND SPECIFICATIONS FURNISHED TO CONTRACTORS

The successful contractors shall be entitled to receive from the Architect four (4) sets of drawings and specifications.

Should a contractor require a greater number of copies of drawings and specifications than above provided, he shall arrange to obtain them from the Architect and pay the cost involved.

21. APPROVED DRAWINGS

All drawings used in the prosecution of the work in this project, in order to be authoritative, shall bear the official seal of the Architect. The work shall be performed in strict accord with these drawings and specifications. In case of discrepancy between approved drawings and specifications, such conflict shall be referred to the Architect who shall make recommendations to the Owner for final decisions.

22. PATENTS

The contractor shall obtain all necessary consents and shall pay all royalties, licenses and fees for the use of any patented invention, article, composition or process in the work or in the work done or the materials furnished, or any part thereof embraced in this contract. The contractor guarantees to save harmless the Owner, its officers, members, agents and employees including the Architect, from liability of any kind or nature, including cost and expense on account of suits and claims of any kind for the violation or infringement of any such patent rights by the contractor or by anyone directly or indirectly employed by him or by reason of the use of any art, process method, manufacture, or composition or matter patented or unpatented in the performance of this contract in violation or infringement of any such patent rights.

23. SUPERVISION OF LABOR

The Prime Contractor shall provide continuous supervision of all work embraced in the Contract by a competent superintendent who shall be acceptable to the Architect. The Architect may demand the removal of any person employed by the contractor or subcontractor, in, about, or upon the work, who is deemed incompetent or guilty of misconduct or who neglects or refuses to comply with the directions given or Contract requirements. The services of such person shall not be allowed on this project without the written consent of the Architect. Should the contractor continue to employ or again employ such person on this project without the written consent of the Architect, the Architect may refuse all Requests for Payment, which are or may become due, or may suspend the work at the expense of the contractor until such orders are complied with. Any delay arising out of such suspension will not be reason for extension of the Contract completion date.

The contractor shall at all times enforce good order and conduct among his employees. Every employee shall be a first-class workman and competent to perform the work assigned to him. Employees shall not be permitted to trespass or conduct themselves contrary to the rules and regulations governing the Owner property.

24. OBSERVANCE OF LAWS

The contractor shall familiarize himself with and shall at all times observe and comply with all Federal and State statutes, local ordinances, and lawful regulations thereunder and regulations of the particular locality which in any manner affect the conduct of the work. All statutes or regulations as exist at present and those which may be enacted later by governmental authorities having any jurisdiction or authority over the work shall be complied with. The contractor shall ensure compliance by all subcontractors under him of all Federal and State statutes, local ordinances and lawful regulations thereunder and regulations of the particular locality which in any manner affect the conduct of the work.

25. RIGHTS OF VARIOUS INTERESTS

Wherever work is being done by workmen other than those employed by the contractor, but contiguous to his work, the respective rights of the parties involved shall, if necessary, be established by the Architect. Requests in writing for such determination shall be submitted in a timely manner by the contractor.

26. ERRORS AND DISCREPANCIES

If the contractor, in the course of the work or prior to signing this contract, finds any discrepancy between the drawings and specifications and the physical condition of the locality, or any errors in drawings or specifications, or in the layout as given by the points and instructions, it shall be his duty to immediately inform the Architect, in writing, specifying in complete detail the discrepancies or errors noted. The Architect will promptly adjust the discrepancy or error and notify the contractor in writing. Should any work be undertaken after the discrepancy or error has been noted, and prior to decision by the Architect, it is understood that the contractor will rectify, at his own expense, such work as may have been accomplished in order to conform to the decision of the Architect.

27. SEPARATE CONTRACTS

The Owner reserves the right to let other contracts in connection with this project. The contractors shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly coordinate his work with theirs.

If any part of a contractor's work depends for proper execution or results upon work being done by another not under the jurisdiction of the contractor, the latter shall inspect and promptly report to the Architect, with a copy to the Owner, any defects in the work done or being done by the other as well as delays in the progress of the work. Failure on the part of the contractor to so inspect and report such defects or delays in sufficient time to prevent any added costs or damage therefrom shall constitute an acceptance of this work by the contractor and the contractor shall be liable for such increased cost or damage.

To insure the proper execution of his subsequent work, the contractor shall measure work already in place and shall at once report to the Architect any discrepancy between the executed work and the approved drawings.

28. HUMAN RELATIONS ACT

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

29. DISCRIMINATION PROHIBITED

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 subcontract, no contractor, subcontractor or any person acting on behalf of the contractor or subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- B. No contractor or subcontractor 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.

30. STIPULATIONS AGAINST LIENS

The successful bidder will be required to sign a Stipulation Against Liens. No work shall be started on this project until this signed document is properly filed at the County Prothonotary's Office.

31. HIRING AND CONDITIONS OF EMPLOYMENT

The contractor, his subcontractors, or any person acting on behalf of the contractor or subcontractor, shall abide and be bound by all laws of the Commonwealth of Pennsylvania and the Federal Government, which may be applicable to this Contract, relating to and regulating the hiring, firing, working hours and any and all other conditions of employment.

32. COMPETENT WORKMEN

According to Section 752 of the Public School Code of 1949, no person shall be employed to do work under such contract except competent and first class workmen and mechanics.

No workmen shall be regarded as competent first class, within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours' work as shall be established and current rates of wages paid for such hours by employers of organized labor in doing of similar work in the Owner where work is being done.

33. ADDENDUM TO AIA GENERAL CONDITIONS

To Arbitration 4.5, add the following: The Arbitration of disputes hereinunder shall be under all of the provisions of the Pennsylvania Arbitration Act of 1927 as amended.

34. STANDARD OF QUALITY

The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the bidder, the bid or the evaluation of the bid to any one material or product specified but rather to describe the minimum standard. When proprietary names are used, they shall be followed by the words "or alternatives of the quality necessary to met the specifications". A bid containing an alternative which does not meet the specifications may be declared non-responsive. A bid containing an alternative may be accepted but, if an award is made to that bidder, the bidder will be required to replace any alternatives which do not meet the specifications.

35. CUTTING AND PATCHING

All cutting an patching is by each contractor and shall match existing finish to the Architects satisfaction. This applies to the Prime Contractor and their subcontractors and supercedes any specs to the contrary by engineering consultants. This includes new penetrations in the existing roof or damage to the existing roof. Penetrations in the existing roof or damage to the existing roof must be repaired to the satisfaction of the manufacturer of the roof and shall not void any existing roof warranty.

36. PROTECTION OF EXISTING CONDITIONS

Contractors will be responsible to protect existing areas that will not require any work, this includes the interior of the building and the exterior. Any damage to the existing site, which includes the athletic field, are to be repaired by the contractor to the satisfaction of the Architect. It will be the contractors responsibility to protect the existing site conditions as necessary. The Contractor, Owner and Architect will review the existing

conditions of the site prior to any work being completed and the contractor will be responsible to take pictures and/or video of the existing site to ensure the site is restored to its original condition.

37. ACT 34, ACT 114, ACT 151 AND ACT 24 OF 2011 CLEARANCE

Prior to the start of work, the contractor and all subcontractors shall ensure that all workers on the project have an Act 34 Clearance, Act 114, Act 151 and also an Act 24 of 2011 Clearance. Act 34, Act 114, Act 151 and Act 24 of 2011. Clearances must be filed with the Owner.

38. NO SMOKING POLICY

The Board prohibits smoking in school buildings and on school buses. No one is permitted to smoke in school facilities.

A violation of this policy shall be punishable by a civil fine of not more than fifty dollars (\$50.00)

This policy has been enacted by the Board of the Erie County Technical School to implement the terms of the 1988 amendments to the Fire and Panic Act, which amendments are set forth in Title 35, Section 1223.5, Section 1230.1, Section 1235.1, and other related sections. Enforcement of this policy shall be accomplished through the commencement of summary criminal proceedings before the District Justice.

39. CONSTRUCTION DOCUMENTS

A. Specifications - Including Invitation for Bid and Form of Proposal as per Index in front of this specification.

B. Construction Drawings:

Sheet CS - Cover Sheet

Sheet A100 - ECTS Exterior Elevations

Sheet A101 - RSC Exterior Elevations

C. Insurance, Bonds and Contracts, as specified.

0160 CONTRACT REQUIREMENTS MANDATED UNDER PA PREVAILING WAGE ACT

1. The School has received from the PA Department of Labor and Industry a Prevailing Wage Predetermination Serial # 12-01239 dated March 6, 2012. This document is hereby incorporated into this specification. Copies of this determination may be obtained from the Architect's office and are included in this specification.
2. Also incorporated into the specifications for the contract are the following requirements:

- (a) The general prevailing minimum wage rates including contributions for employee benefits as shall have been determined by the Secretary which must be paid to the workmen employed in the performance of the contract.

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.

- (b) 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.
- (c) 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.
- (d) The contractor shall insert in each of his subcontracts all of the stipulations contained in these required provisions and such other stipulations as may be required.
- (e) The contract shall provide that no workmen may be employed on the public work except in accordance with the classifications set forth in the decisions of the Secretary. In the event that additional or different classifications are necessary the procedure set forth in Section 7 of these Regulations shall be followed.
- (f) 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 relationship 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, either 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 appropriate classification. Nothing 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 public work.

- (g) 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, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:
- (1) Name of project.
 - (2) Name of public body of which it is being constructed.
 - (3) The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
 - (4) The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
 - (5) A statement advising 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 with the Secretary of Labor and Industry. Any workmen paid less than the rate specified in the contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.
- (h) The contract shall provide that the contractor and all sub- contractors 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 him 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 or his duly authorized representatives.
- (i) The contract shall provide that apprentices shall be limited to such numbers 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 journeymen in that particular craft and/or classification.
- (j) Wages shall be paid without any deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workmen.

- (k) 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.
 - (l) The contract shall also provide that each contractor and each subcontractor shall file a statement each week and a final statement at the conclusion of the work on the contract with the contracting agency, under oath, and in form satisfactory to the Secretary, certifying that all 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.
 - (m) The provisions of the Act and these Regulations shall be incorporated by reference in the contract.
- 3. If Petition for Review is filed, Awarding Agency must extend closing date for submission of bids until five (5) days after final determination of the Secretary of Labor and Industry. (Section 8, Paragraph 2)
 - 4. Awarding Agency must notify all interested parties of extension of closing date for submission of bids. (Section 8, 3rd Paragraph)
 - 5. Enforce the posting of wage rate determinations at the job site (Section 9 of Act and Regulation Section 9.104, Paragraph (b))
 - 6. Awarding Agency must require contractor and all subcontractors to file weekly wage certifications. Copy of approved form is attached. (Section 10 (a) of Act and Regulation Section 9.110 Paragraph (a)).
 - 7. Before final payment is made, awarding agency must require final wage certifications from all contractors and subcontractors. (Section 10 (a))
 - 8. When notified by Secretary of Labor and Industry of the filing of wage claims by workmen, the awarding agency should withhold from the monies due to the contractor or subcontractor sufficient funds to pay all claims determined to be valid and when so directed by the Secretary of Labor and Industry, should pay wages directly to the workmen. (Section 10 (b))
 - 9. Where an awarding agency has knowledge that any person or firm has failed to pay the rates predetermined, it must notify the Secretary of Labor and Industry in writing. (Section 11 (a)).
 - 10. Asbestos Removal Clarification - Asbestos removal is not part of the bidding documents included on the drawings or in the specifications. A separate Asbestos Abatement Contract will be awarded to be performed if any concealed asbestos is discovered during the demolition.

PREVAILING WAGES PROJECT RATES

Project Name: Exterior Painting for Erie County Technical School & Regional Skill Center
Awarding Agency: Erie County Technical School
Contract Award Date: 4/26/2012
Serial Number: 12-01239
Project Classification: Building
Determination Date: 3/6/2012
Assigned Field Office: Pittsburgh
Field Office Phone Number: 412-565-5300
Toll Free Phone Number: 877-504-8354

Erie County

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	8/1/2010		\$30.33	\$20.04	\$50.37
Asbestos & Insulation Workers	8/1/2011		\$31.63	\$20.04	\$51.67
Asbestos & Insulation Workers	8/1/2012		\$32.93	\$20.04	\$52.97
Boilermakers	6/1/2008		\$33.90	\$20.06	\$53.96
Bricklayer	5/1/2011		\$25.62	\$15.98	\$41.60
Bricklayer	11/1/2011		\$26.07	\$16.28	\$42.35
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	5/1/2009		\$25.79	\$10.63	\$36.42
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	5/1/2010		\$26.23	\$11.08	\$37.31
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	5/1/2011		\$26.86	\$11.36	\$38.22
Cement Masons	5/1/2010		\$24.50	\$12.01	\$36.51
Cement Masons	5/1/2011		\$25.15	\$12.31	\$37.46
Dockbuilder, Pile Drivers	1/1/2010		\$29.95	\$12.25	\$42.20
Dockbuilder, Pile Drivers	1/1/2011		\$30.35	\$13.10	\$43.45
Dockbuilder, Pile Drivers	1/1/2012		\$30.85	\$13.70	\$44.55
Dockbuilder, Pile Drivers	1/1/2013		\$31.45	\$14.20	\$45.65

PREVAILING WAGES PROJECT RATES

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Drywall Finisher	5/1/2009		\$20.27	\$11.70	\$31.97
Drywall Finisher	5/1/2010		\$20.52	\$12.45	\$32.97
Drywall Finisher	5/1/2011		\$20.53	\$13.44	\$33.97
Electric Lineman	3/1/2006		\$35.15	\$14.64	\$49.79
Electricians & Telecommunications Installation Technician	6/1/2008		\$26.20	\$15.62	\$41.82
Electricians & Telecommunications Installation Technician	6/1/2009		\$25.90	\$17.45	\$43.35
Electricians & Telecommunications Installation Technician	6/1/2010		\$27.70	\$17.25	\$44.95
Electricians & Telecommunications Installation Technician	6/1/2011		\$28.30	\$18.38	\$46.68
Elevator Constructor	1/1/2011		\$41.13	\$21.99	\$63.12
Elevator Constructor	1/1/2012		\$42.28	\$23.84	\$66.12
Glazier	6/1/2009		\$24.88	\$5.67	\$30.55
Glazier	6/1/2010		\$24.88	\$6.27	\$31.15
Glazier	9/1/2011		\$25.28	\$6.67	\$31.95
Glazier	9/1/2012		\$25.68	\$7.07	\$32.75
Glazier	9/1/2013		\$26.13	\$7.47	\$33.60
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2009		\$25.33	\$20.33	\$45.66
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2010		\$25.74	\$21.63	\$47.37
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2011		\$26.00	\$23.17	\$49.17
Laborers (Class 01 - See notes)	5/1/2009		\$20.46	\$10.18	\$30.64
Laborers (Class 01 - See notes)	5/1/2010		\$20.66	\$10.78	\$31.44
Laborers (Class 01 - See notes)	5/1/2011		\$20.91	\$11.43	\$32.34
Laborers (Class 01 - See notes)	1/1/2012		\$20.91	\$11.65	\$32.56
Laborers (Class 02 - See notes)	5/1/2009		\$20.96	\$10.18	\$31.14
Laborers (Class 02 - See notes)	5/1/2010		\$21.16	\$10.78	\$31.94
Laborers (Class 02 - See notes)	5/1/2011		\$21.41	\$11.43	\$32.84
Laborers (Class 02 - See notes)	1/1/2012		\$21.41	\$11.65	\$33.06
Landscape Laborer	7/1/2009		\$18.25	\$9.05	\$27.30
Landscape Laborer	7/1/2010		\$18.25	\$9.90	\$28.15
Landscape Laborer (Skilled)	7/1/2009		\$18.67	\$9.05	\$27.72
Landscape Laborer (Skilled)	7/1/2010		\$18.67	\$9.90	\$28.57

PREVAILING WAGES PROJECT RATES

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Landscape Laborer (Tractor Operator)	7/1/2009		\$18.97	\$9.05	\$28.02
Landscape Laborer (Tractor Operator)	7/1/2010		\$18.97	\$9.90	\$28.87
Marble Finisher	6/1/2009		\$19.17	\$10.55	\$29.72
Marble Finisher	12/1/2009		\$19.32	\$11.05	\$30.37
Marble Finisher	6/1/2010		\$19.52	\$11.70	\$31.22
Marble Finisher	6/1/2011		\$20.57	\$11.85	\$32.42
Marble Finisher	12/1/2011		\$20.97	\$12.05	\$33.02
Marble Mason	6/1/2009		\$19.42	\$8.48	\$27.90
Marble Mason	12/1/2009		\$19.42	\$8.91	\$28.33
Marble Mason	12/1/2011		\$19.42	\$9.60	\$29.02
Millwright	6/1/2008		\$32.71	\$14.29	\$47.00
Millwright	6/1/2011		\$34.42	\$15.08	\$49.50
Operators (Class 01 - see notes)	5/1/2008		\$25.57	\$12.35	\$37.92
Operators (Class 01 - see notes)	5/1/2010		\$26.67	\$13.05	\$39.72
Operators (Class 01 - see notes)	5/1/2011		\$27.17	\$13.45	\$40.62
Operators (Class 02 -see notes)	5/1/2008		\$24.90	\$12.35	\$37.25
Operators (Class 02 -see notes)	5/1/2010		\$26.00	\$13.05	\$39.05
Operators (Class 02 -see notes)	5/1/2011		\$26.50	\$13.45	\$39.95
Operators (Class 03 - see notes)	5/1/2008		\$22.12	\$12.35	\$34.47
Operators (Class 03 - See notes)	5/1/2010		\$23.02	\$13.05	\$36.07
Operators (Class 03 - See notes)	5/1/2011		\$23.42	\$13.45	\$36.87
Operators (Class 04 - Surveying Instrument Man)	5/1/2008		\$22.41	\$12.35	\$34.76
Operators (Class 04 - Surveying Instrument Man)	5/1/2010		\$23.31	\$13.05	\$36.36
Operators (Class 04 - Surveying Instrument Man)	5/1/2011		\$23.71	\$13.45	\$37.16
Operators (Class 04 - Surveying Party Chief)	5/1/2008		\$23.14	\$12.35	\$35.49
Operators (Class 04 - Surveying Party Chief)	5/1/2010		\$24.04	\$13.05	\$37.09
Operators (Class 04 - Surveying Party Chief)	5/1/2011		\$24.44	\$13.45	\$37.89
Operators (Class 04 - Surveying Rodman/Chainman)	5/1/2008		\$22.12	\$12.35	\$34.47
Operators (Class 04 - Surveying Rodman/Chainman)	5/1/2010		\$23.02	\$13.05	\$36.07

PREVAILING WAGES PROJECT RATES

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 04 - Surveying Rodman/Chainman)	5/1/2011		\$23.42	\$13.45	\$36.87
Painters (Brush and Roller)(Commercial)	5/1/2009		\$20.02	\$11.70	\$31.72
Painters (Brush and Roller)(Commercial)	5/1/2010		\$20.27	\$12.45	\$32.72
Painters (Brush and Roller)(Commercial)	5/1/2011		\$20.28	\$13.44	\$33.72
Painters (Spray and Sandblasting) (Commercial)	5/1/2009		\$20.77	\$11.70	\$32.47
Painters (Spray and Sandblasting) (Commercial)	5/1/2010		\$21.02	\$12.45	\$33.47
Painters (Spray and Sandblasting) (Commercial)	5/1/2011		\$21.03	\$13.44	\$34.47
Pile Driver Divers (Building, Heavy, Highway)	1/1/2007		\$40.40	\$10.77	\$51.17
Pile Driver Divers (Building, Heavy, Highway)	1/1/2010		\$44.39	\$12.25	\$56.64
Pile Driver Divers (Building, Heavy, Highway)	1/1/2011		\$45.53	\$13.00	\$58.53
Pile Driver Divers (Building, Heavy, Highway)	1/1/2012		\$46.28	\$13.60	\$59.88
Pile Driver Divers (Building, Heavy, Highway)	1/1/2013		\$47.18	\$14.10	\$61.28
Plasterers	5/1/2008		\$21.25	\$11.55	\$32.80
Plasterers	6/1/2010		\$21.25	\$12.00	\$33.25
Plasterers	6/1/2011		\$21.25	\$12.45	\$33.70
Plumbers and Steamfitters	5/1/2009		\$32.20	\$16.44	\$48.64
Plumbers and Steamfitters	5/1/2010		\$33.38	\$17.38	\$50.76
Plumbers and Steamfitters	5/1/2011		\$34.16	\$17.96	\$52.12
Plumbers and Steamfitters	5/1/2012		\$35.07	\$18.42	\$53.49
Plumbers and Steamfitters	5/1/2013		\$35.97	\$18.88	\$54.85
Pointers, Caulkers, Cleaners	7/1/2009		\$25.88	\$13.33	\$39.21
Pointers, Caulkers, Cleaners	12/1/2009		\$25.98	\$13.83	\$39.81
Pointers, Caulkers, Cleaners	6/1/2010		\$25.98	\$14.33	\$40.31
Pointers, Caulkers, Cleaners	12/1/2010		\$26.36	\$14.53	\$40.89
Pointers, Caulkers, Cleaners	6/1/2011		\$26.87	\$14.53	\$41.40
Pointers, Caulkers, Cleaners	12/1/2011		\$27.10	\$15.03	\$42.13
Roofers	6/1/2010		\$23.65	\$12.17	\$35.82
Roofers	6/1/2011		\$24.04	\$12.78	\$36.82
Sheet Metal Workers	7/1/2010		\$31.46	\$20.81	\$52.27

PREVAILING WAGES PROJECT RATES

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Sheet Metal Workers	1/1/2011		\$31.18	\$21.09	\$52.27
Sheet Metal Workers	7/1/2011		\$31.58	\$21.84	\$53.42
Sheet Metal Workers	1/1/2012		\$31.55	\$21.87	\$53.42
Sheet Metal Workers	7/1/2012		\$32.15	\$22.47	\$54.62
Sprinklerfitters	1/1/2010		\$33.85	\$17.60	\$51.45
Sprinklerfitters	1/1/2011		\$33.35	\$18.45	\$51.80
Sprinklerfitters	4/1/2011		\$34.18	\$18.45	\$52.63
Sprinklerfitters	1/1/2012		\$34.18	\$18.60	\$52.78
Sprinklerfitters	4/1/2012		\$35.21	\$18.65	\$53.86
Sprinklerfitters	1/1/2013		\$35.21	\$18.80	\$54.01
Stone Masons	12/1/2007		\$27.55	\$13.47	\$41.02
Stone Masons	12/1/2009		\$28.92	\$15.20	\$44.12
Stone Masons	6/1/2010		\$29.32	\$15.85	\$45.17
Stone Masons	12/1/2010		\$29.75	\$16.22	\$45.97
Stone Masons	6/1/2011		\$30.65	\$16.22	\$46.87
Stone Masons	12/1/2011		\$30.97	\$16.80	\$47.77
Terrazzo Finisher	6/1/2009		\$25.61	\$12.04	\$37.65
Terrazzo Finisher	12/1/2009		\$25.76	\$12.54	\$38.30
Terrazzo Finisher	12/1/2010		\$26.36	\$13.19	\$39.55
Terrazzo Finisher	6/1/2011		\$27.06	\$13.49	\$40.55
Terrazzo Finisher	12/1/2011		\$27.06	\$13.49	\$40.55
Terrazzo Setter	6/1/2009		\$26.15	\$13.05	\$39.20
Terrazzo Setter	12/1/2009		\$26.30	\$13.55	\$39.85
Terrazzo Setter	6/1/2010		\$26.90	\$14.20	\$41.10
Terrazzo Setter	12/1/2010		\$26.90	\$14.20	\$41.10
Terrazzo Setter	6/1/2011		\$27.60	\$14.50	\$42.10
Terrazzo Setter	12/1/2011		\$27.60	\$14.50	\$42.10
Tile Finisher	6/1/2009		\$20.77	\$10.55	\$31.32
Tile Finisher	12/1/2009		\$20.92	\$11.05	\$31.97
Tile Finisher	6/1/2010		\$21.12	\$11.70	\$32.82
Tile Finisher	6/1/2011		\$22.17	\$11.85	\$34.02

PREVAILING WAGES PROJECT RATES

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Tile Finisher	12/1/2011		\$22.57	\$12.05	\$34.62
Tile Setter	6/1/2009		\$26.85	\$13.45	\$40.30
Tile Setter	12/1/2009		\$27.10	\$13.95	\$41.05
Tile Setter	6/1/2010		\$27.40	\$14.60	\$42.00
Tile Setter	6/1/2011		\$28.39	\$15.01	\$43.40
Tile Setter	12/1/2011		\$28.41	\$15.69	\$44.10
Tilesetters & Marble Masons	1/1/2010		\$29.95	\$12.25	\$42.20
Tilesetters & Marble Masons	1/1/2010		\$29.95	\$12.25	\$42.20
Tilesetters & Marble Masons	1/1/2011		\$30.35	\$13.00	\$43.35
Tilesetters & Marble Masons	1/1/2011		\$30.35	\$13.00	\$43.35
Tilesetters & Marble Masons	1/1/2012		\$30.85	\$13.60	\$44.45
Tilesetters & Marble Masons	1/1/2012		\$30.85	\$13.60	\$44.45
Tilesetters & Marble Masons	1/1/2013		\$31.45	\$14.10	\$45.55
Tilesetters & Marble Masons	1/1/2013		\$31.45	\$14.10	\$45.55
Truckdriver class 1(see notes)	1/1/2009		\$24.23	\$11.44	\$35.67
Truckdriver class 1(see notes)	1/1/2010		\$24.98	\$12.04	\$37.02
Truckdriver class 1(see notes)	1/1/2011		\$25.48	\$12.79	\$38.27
Truckdriver class 1(see notes)	1/1/2012		\$25.88	\$13.49	\$39.37
Truckdriver class 1(see notes)	1/1/2013		\$26.25	\$14.22	\$40.47
Truckdriver class 2 (see notes)	1/1/2009		\$24.38	\$11.51	\$35.89
Truckdriver class 2 (see notes)	1/1/2010		\$25.13	\$12.11	\$37.24
Truckdriver class 2 (see notes)	1/1/2011		\$25.64	\$12.85	\$38.49
Truckdriver class 2 (see notes)	1/1/2012		\$26.02	\$13.57	\$39.59
Truckdriver class 2 (see notes)	1/1/2013		\$26.40	\$14.29	\$40.69
Truckdriver class 3 (see notes)	1/1/2009		\$24.91	\$11.75	\$36.66
Truckdriver class 3 (see notes)	1/1/2010		\$25.64	\$12.37	\$38.01
Truckdriver class 3 (see notes)	1/1/2011		\$26.15	\$13.11	\$39.26
Truckdriver class 3 (see notes)	1/1/2012		\$26.53	\$13.83	\$40.36
Truckdriver class 3 (see notes)	1/1/2013		\$26.90	\$14.56	\$41.46

PREVAILING WAGES PROJECT RATES

Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter Welder	1/1/2009		\$28.23	\$12.16	\$40.39
Carpenter Welder	1/1/2010		\$29.18	\$12.56	\$41.74
Carpenter Welder	1/1/2011		\$29.42	\$13.57	\$42.99
Carpenter Welder	1/1/2012		\$29.69	\$14.40	\$44.09
Carpenter Welder	1/1/2013		\$30.07	\$15.12	\$45.19
Carpenters	1/1/2009		\$27.53	\$12.16	\$39.69
Carpenters	1/1/2010		\$28.48	\$12.56	\$41.04
Carpenters	1/1/2011		\$28.72	\$13.57	\$42.29
Carpenters	1/1/2012		\$28.99	\$14.40	\$43.39
Carpenters	1/1/2013		\$29.37	\$15.12	\$44.49
Cement Finishers	1/1/2009		\$26.72	\$12.97	\$39.69
Cement Finishers	1/1/2010		\$27.62	\$13.42	\$41.04
Cement Finishers	1/1/2011		\$28.02	\$14.27	\$42.29
Cement Finishers	1/1/2012		\$28.22	\$15.17	\$43.39
Cement Finishers	1/1/2013		\$28.60	\$15.89	\$44.49
Iron Workers	6/1/2009		\$25.33	\$20.33	\$45.66
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2010		\$25.74	\$21.63	\$47.37
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2011		\$26.00	\$23.17	\$49.17
Laborers (Class 01 - See notes)	1/1/2009		\$23.30	\$12.65	\$35.95
Laborers (Class 01 - See notes)	1/1/2010		\$23.75	\$13.55	\$37.30
Laborers (Class 01 - See notes)	1/1/2011		\$23.99	\$14.56	\$38.55
Laborers (Class 01 - See notes)	1/1/2012		\$24.07	\$15.58	\$39.65
Laborers (Class 01 - See notes)	1/1/2013		\$24.13	\$16.62	\$40.75
Laborers (Class 02 - See notes)	1/1/2009		\$23.46	\$12.65	\$36.11
Laborers (Class 02 - See notes)	1/1/2010		\$23.91	\$13.55	\$37.46
Laborers (Class 02 - See notes)	1/1/2011		\$24.15	\$14.56	\$38.71
Laborers (Class 02 - See notes)	1/1/2012		\$24.23	\$15.58	\$39.81
Laborers (Class 02 - See notes)	1/1/2013		\$24.29	\$16.62	\$40.91
Laborers (Class 03 - See notes)	1/1/2009		\$23.85	\$12.65	\$36.50
Laborers (Class 03 - See notes)	1/1/2010		\$24.30	\$13.55	\$37.85

PREVAILING WAGES PROJECT RATES

Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 03 - See notes)	1/1/2011		\$24.54	\$14.56	\$39.10
Laborers (Class 03 - See notes)	1/1/2012		\$24.62	\$15.58	\$40.20
Laborers (Class 03 - See notes)	1/1/2013		\$24.68	\$16.62	\$41.30
Laborers (Class 04 - See notes)	1/1/2009		\$24.30	\$12.65	\$36.95
Laborers (Class 04 - See notes)	1/1/2010		\$24.75	\$13.55	\$38.30
Laborers (Class 04 - See notes)	1/1/2011		\$24.99	\$14.56	\$39.55
Laborers (Class 04 - See notes)	1/1/2012		\$25.07	\$15.58	\$40.65
Laborers (Class 04 - See notes)	1/1/2013		\$25.13	\$16.62	\$41.75
Laborers (Class 05 - See notes)	1/1/2009		\$24.71	\$12.65	\$37.36
Laborers (Class 05 - See notes)	1/1/2010		\$25.16	\$13.55	\$38.71
Laborers (Class 05 - See notes)	1/1/2011		\$25.40	\$14.56	\$39.96
Laborers (Class 05 - See notes)	1/1/2012		\$25.48	\$15.58	\$41.06
Laborers (Class 05 - See notes)	1/1/2013		\$25.54	\$16.62	\$42.16
Laborers (Class 06 - See notes)	1/1/2009		\$21.55	\$12.65	\$34.20
Laborers (Class 06 - See notes)	1/1/2010		\$22.00	\$13.55	\$35.55
Laborers (Class 06 - See notes)	1/1/2011		\$22.24	\$14.56	\$36.80
Laborers (Class 06 - See notes)	1/1/2012		\$22.32	\$15.58	\$37.90
Laborers (Class 06 - See notes)	1/1/2013		\$22.38	\$16.62	\$39.00
Laborers (Class 07 - See notes)	1/1/2009		\$24.20	\$12.65	\$36.85
Laborers (Class 07 - See notes)	1/1/2010		\$24.65	\$13.55	\$38.20
Laborers (Class 07 - See notes)	1/1/2011		\$24.99	\$14.56	\$39.55
Laborers (Class 07 - See notes)	1/1/2012		\$25.07	\$15.58	\$40.65
Laborers (Class 07 - See notes)	1/1/2013		\$25.13	\$16.62	\$41.75
Laborers (Class 08 - See notes)	1/1/2009		\$25.70	\$12.65	\$38.35
Laborers (Class 08 - See notes)	1/1/2010		\$26.15	\$13.55	\$39.70
Laborers (Class 08 - See notes)	1/1/2011		\$26.49	\$14.56	\$41.05
Laborers (Class 08 - See notes)	1/1/2012		\$26.57	\$15.58	\$42.15
Laborers (Class 08 - See notes)	1/1/2013		\$26.63	\$16.62	\$43.25
Operators (Class 01 - see notes)	1/1/2009		\$26.38	\$14.44	\$40.82
Operators (Class 01 - see notes)	1/1/2010		\$27.18	\$14.99	\$42.17
Operators (Class 01 - see notes)	1/1/2011		\$27.68	\$15.74	\$43.42

PREVAILING WAGES PROJECT RATES

Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 01 - see notes)	1/1/2012		\$28.08	\$16.44	\$44.52
Operators (Class 01 - see notes)	1/1/2013		\$28.48	\$17.14	\$45.62
Operators (Class 02 -see notes)	1/1/2009		\$26.12	\$14.44	\$40.56
Operators (Class 02 -see notes)	1/1/2010		\$26.92	\$14.99	\$41.91
Operators (Class 02 -see notes)	1/1/2011		\$27.42	\$15.74	\$43.16
Operators (Class 02 -see notes)	1/1/2012		\$27.82	\$16.44	\$44.26
Operators (Class 02 -see notes)	1/1/2013		\$28.22	\$17.14	\$45.36
Operators (Class 03 - See notes)	1/1/2009		\$22.47	\$14.44	\$36.91
Operators (Class 03 - See notes)	1/1/2010		\$23.27	\$14.99	\$38.26
Operators (Class 03 - See notes)	1/1/2011		\$23.77	\$15.74	\$39.51
Operators (Class 03 - see notes)	1/1/2012		\$24.17	\$16.44	\$40.61
Operators (Class 03 - See notes)	1/1/2013		\$24.57	\$17.14	\$41.71
Operators (Class 03)	1/1/2011		\$23.77	\$15.74	\$39.51
Operators (Class 04 - See notes)	1/1/2009		\$22.01	\$14.44	\$36.45
Operators (Class 04 - See notes)	1/1/2010		\$22.81	\$14.99	\$37.80
Operators (Class 04 - See notes)	1/1/2011		\$23.31	\$15.74	\$39.05
Operators (Class 04 - See notes)	1/1/2012		\$23.71	\$16.44	\$40.15
Operators (Class 04 - See notes)	1/1/2013		\$24.11	\$17.14	\$41.25
Operators (Class 05 - See notes)	1/1/2009		\$21.76	\$14.44	\$36.20
Operators (Class 05 - See notes)	1/1/2010		\$22.56	\$14.99	\$37.55
Operators (Class 05 - See notes)	1/1/2011		\$23.06	\$15.74	\$38.80
Operators (Class 05 - See notes)	1/1/2012		\$23.46	\$16.44	\$39.90
Operators (Class 05 - See notes)	1/1/2013		\$23.86	\$17.14	\$41.00
Painters (Bridges, Stacks, Towers)	5/1/2009		\$22.52	\$11.70	\$34.22
Painters (Bridges, Stacks, Towers)	5/1/2010		\$22.77	\$12.45	\$35.22
Painters (Bridges, Stacks, Towers)	5/1/2011		\$22.78	\$13.44	\$36.22
Painters (Brush and Roller)(Industrial)	5/1/2009		\$20.52	\$11.70	\$32.22
Painters (Brush and Roller)(Industrial)	5/1/2010		\$20.77	\$12.45	\$33.22
Painters (Brush and Roller)(Industrial)	5/1/2011		\$20.78	\$13.44	\$34.22
Painters (Spray and Sandblasting) (Industrial)	5/1/2009		\$21.27	\$11.70	\$32.97

PREVAILING WAGES PROJECT RATES

Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Painters (Spray and Sandblasting) (Industrial)	5/1/2010		\$21.52	\$12.45	\$33.97
Painters (Spray and Sandblasting) (Industrial)	5/1/2011		\$21.53	\$13.44	\$34.97
Piledrivers	1/1/2009		\$28.85	\$12.00	\$40.85
Piledrivers	1/1/2010		\$29.95	\$12.25	\$42.20
Piledrivers	1/1/2011		\$30.35	\$13.10	\$43.45
Piledrivers	1/1/2012		\$30.85	\$13.70	\$44.55
Piledrivers	1/1/2013		\$31.45	\$14.20	\$45.65
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2010		\$30.27	\$26.09	\$56.36

Notes:

If you can not find a classification under Heavy/Highway please refer to the Building classifications.

For further information on construction types review the ["Notes as Referenced in Predeterminations"](#) on the Labor and Industry Website. Go to www.dli.state.pa.us, scroll down to the picture labeled "Labor Law Compliance" and click the picture. Then scroll down on the left menu and click on the "Prevailing Wage" link.

SECTION

0900 SCOPE AND WORK INCLUDED

This or these contractors shall furnish all labor, materials, tools and equipment necessary to complete all work shown on the drawings and/or specified in the particular section or sections of this Division 9 that their work entails.

- A. Pressure wash all exposed surfaces to be painted to remove chalk, rust and any unsound existing coating.
- B. Painting, repairing and finishing of soffit, fascia, non-aluminum roof cap, metal roofing, metal wall panels, doors, frames and overhead doors. Remove and replace all deteriorated substrates.
- C. Painting and finishing of dust collector.
- D. Caulk all exposed cracks and voids around doors, windows and other areas as required.

0910 PAINTING AND FINISHING

- A. Work Included and Schedule of Finishes - This contractor shall furnish all materials, tools, labor and equipment necessary to complete all of the painting and finishing work of all exterior surfaces specified under this section. See drawings for various finishes and materials and where they occur. Best products by Sherwin Williams, ICI Dulux, Benjamin Moore, Bruning, Pratt & Lambert shall be used as a standard of quality. Apply all coatings per manufacturer's instructions of application and preparation. Colors shall be as selected and not necessarily standard as some matching of other prefinished materials may be required. (The proper pressure washing, grinding, sanding and preparation of all materials is a pre-requisite and included in the following finishes and the contractors bid for a finish acceptable to the Architect. Remove chalk, rust and any unsound existing coating as required. Mask off brick as required.)
 - 1. Exposed exterior ferrous metal such as ladders, railings, including galvanized hollow metal doors and frames shall be wiped with a solvent. Apply fully prime coat of rust inhibitive primer and topcoat DTM acrylic enamel.
 - a. Paint non-aluminum roof cap with bronze industrial enamel.
- B. Workmanship and Applications - All work shall be done by skilled mechanics with materials evenly spread, smoothly flowed on and free from runs, sags or other defects. No paint, varnish or enamel shall be applied until preceding coat is thoroughly dried and Architect has approved same. No exterior painting shall be done in rainy, frosty or damp weather until the surface is thoroughly dried. In general, exterior work shall be allowed to dry 48 hours between coats and enamel shall be allowed to dry to at least 48 hours and shall be sanded lightly between coats with #0 sand paper and dusted before succeeding coats are applied. Painting

subcontractor shall check materials with a moisture meter to make sure they are ready for finishing.

All nail holes shall be filled. Protect adjacent surfaces from spattering by means of drop cloths or other cover. Also protect hardware from spattering. Remove spattering from glass or other surfaces at completion of work. Steel wool between coats of varnish with 4-2 steel wool. Sand wood surfaces to receive paint before finishing and between coats.

C. Surface Preparation

1. All deteriorated substrates shall be replaced. New substrates will be primed before installation in accordance with specifications.
2. All exterior surfaces to be painted shall be pressure washed to removed all dirt, mildew, chalk paint and any foreign materials deterrent to the new finish.
3. Seal and caulk all cracks around windows, doors and metal panels using a high-grade acrylic caulk. All existing caulking unable to perform a minimum of five (5) years following the completion of the project shall be removed and replaced with new caulking. Allow caulking to cure for eight (8) hours in dry weather before paint is applied. Apply all primer first and then apply caulk before topcoat is applied.
4. All nail holes or small openings shall be caulked after priming coat is applied. Any loose or peeling paint shall be removed by sanding and scraping. All hard, glossy surfaces shall be sanded down for new paint to adhere. Fill nail holes, imperfections and cracks.
5. All areas that may cause paint failure due to moisture shall be addressed and eliminated.

D. Painting Application

1. Applications may be by brush, roller or spray.
2. Contractors shall protect work at all times and shall protect all adjacent work and materials by suitable covering. Upon completion, remove all paint from floors, glass and other surfaces.
3. Remove and protect hardware, accessories, device plates, light fixtures, factory finished work, and similar items or provide ample in-place protection. Upon completion of each space, carefully replace all items removed.
4. All coats shall dry to manufacturer's instructions before applying succeeding coats.
5. Exterior doors shall have tops, bottoms, and side edges finished same as exterior faces of doors.
6. Painting coats specified are intended to cover surfaces satisfactorily when applied at a proper consistency and in accordance with manufacturer's specifications.

E. Colors

1. Colors shall be selected from the manufacturers full range of colors.
2. Exterior colors will be based on four (4) base colors and two (2) accent colors with a maximum of three (3) deep or bright colors. No more than six (6) colors will be selected for the entire project

F. Cleaning - Remove paint from all surfaces on which they are not required. Remove from premises all oil, rags, waste, empty cans and surplus materials. Clean glass, etc., of paint spattering.

G. Protection - Do not paint over materials which are not in proper condition to receive paint or which are defective. Repair as required before painting. Painter will be responsible for protecting the grounds in the area of work, walls and other materials and any damage resulting from his failure to adequately protect other materials while grinding, sanding or preparing materials for painting as well as the painting itself.

H. Warranty - 25 year warranty.

END OF DIVISION 9

HALLGREN, RESTIFO, LOOP & COUGHLIN, ARCHITECTS**March 29, 2012
Addendum #1 - 1****ADDENDUM #1**

Exterior Painting for
Erie County Technical School and Regional Skill Center
8500 Oliver Road
Erie, Pennsylvania 16509

for

Erie County Technical School
8500 Oliver Road
Erie, Pennsylvania 16509

The following items are hereby made a part of the Contract Documents, as if they were originally included. The Contractor shall note on the Form of Proposal, in the proper place, the receipt of this Addendum. All Contractors and Sub-contractors, whose work is affected by this Addendum, shall include any changes in cost due to these items.

SPECIFICATIONS**DIVISION 1 - GENERAL REQUIREMENTS****Section 0115 - Form of Proposal**

- **Delete pages 0115 - 1 and 0115 - 2**, the entire proposal and insert Revised Form of Proposal consisting of pages 0115 - 1 and 0115 - 2 that is issued as part of this Addendum.
- **Add Deduct Alternate Bid #3** - For deleting the third paint color selection at the Regional Skill Center and only using two paint color selections. See attached Revised Form of Proposal.
- **Page 0115 - 1** - Change "completed by July 20, 2012" to "completed by August 15, 2012". See attached Revised Form of Proposal.

Section 0155 - Special Conditions

- **Page 0155 - 1 - # 2. Time for Completion and Scheduling of Work** - Change "no later than July 20, 2012" to "no later than August 15, 2012."
- **Page 0155 - 1 - # 3. Liquidated Damages** - Change "no later than July 20, 2012" to "no later than August 15, 2012."

DIVISION 9 - FINISHES**Section 0900 - Scope and Work Included - Clarification**

- The existing overhang is to be included in the Scope of Work.
 1. Bollards are not included in the Scope of Work.
 2. Two paint colors will be used at the Erie County Technical School and three paint colors will be used at the Regional Skill Center as part of the Base Bid.

HALLGREN, RESTIFO, LOOP & COUGHLIN, ARCHITECTS

Addendum #1 - 2

Section 0910 - Painting and Finishing

- **Page 9-3 - Item H. Warranty** - Change "25 Year Warranty" to a "5 Year Limited Warranty".

DRAWINGS

Sheet A100 - ECTS Exterior Elevations

- **North Elevation 1/A100** - Paint existing Dryvit/Pleko surface located in the area of the six pairs of doors.

Sheet A101 - RSC Exterior Elevations

- **Partial North Elevation 2/A101 and East Elevation 3/A101** - Cap and paint the existing exhaust openings in the existing metal panel.

REVISED
PROPOSAL FOR EXTERIOR PAINTING
AT ERIE COUNTY TECHNICAL SCHOOL AND THE REGIONAL SKILL CENTER

Erie County Technical School
8500 Oliver Road
Erie, Pennsylvania 16509

Date _____
Bid From _____

Joint Operating Committee:

We propose to do all of the Exterior Painting at the Erie County Technical School and the Regional Skill Center in conformity with the plans and the specifications as prepared by Hallgren, Restifo, Loop & Coughlin, Registered Architects, and after an examination of the site and all of the contract documents, including the Instructions to Bidders, this Form of Proposal, the General Conditions of the AIA, Supplementary General Conditions and Special Conditions, we submit this proposal and enclose the bid security in the minimum amount of ten percent (10%) in the form of a certified check or bid bond made payable to the Owner, which is to be retained by the Owner, if we fail to furnish approved bonds and execute a contract within sixty (60) days after the issuance of an award. Should the Owner fail to make an award through no fault of ours, the Owner shall return the bid security to us within the sixty (60) days.

We understand that the Owner reserves the right to reject any or all of the proposals or part thereof or items therein, and to waive technicalities. It is further understood that competency and responsibility of bidders will receive consideration before award of this contract.

The bidder shall submit this Bid with the understanding that the work on this project must be started in June 2012 and be completed by August 15, 2012 and that time for the completion of the work shall be considered as of the essence of this contract. It is also understood that the water cannot be off for more than one week during this time period.

BASE BID PROPOSAL

The Bidder agrees to perform all Exterior Painting as described in the specifications and shown on the drawings for the "Exterior Painting at the Erie County Technical School and the Regional Skill Center" for Erie County Technical School for the sum of:

DOLLARS (\$_____)

ALTERNATES

The contractor shall indicate below the costs requested which shall form the basis for any substitutions, additional work required or work requested but not desired by the Owner for any reason. These costs shall reflect the total cost to be added or deducted including all related work regardless of nature, labor, material, installation, transportation, taxes, if any, overhead and profit, demolition, or any other expense associated with the work. Failure to completely fill out the entire proposal will be grounds for rejecting the proposal.

DEDUCT ALTERNATE BID #1

For deleting the painting of the metal pole building located to the east of the Erie County Technical School, DEDUCT from the Base Bid the sum of:

DOLLARS (\$_____)

DEDUCT ALTERNATE BID #2

For deleting the painting of the hollow metal doors, door frames, window frames, metal panels and overhead doors, DEDUCT from the Base Bid the sum of:

_____ DOLLARS (\$ _____)

DEDUCT ALTERNATE BID #3

For deleting the third paint color selection at the Regional Skill Center and only using two paint color selections, DEDUCT from the Base Bid the sum of:

_____ DOLLARS (\$ _____)

ADDENDUM NUMBERDATED

_____	_____
_____	_____
_____	_____

We further agree to present to the Owner on a form and with companies approved by the Owner at the time of the signing of the contract, the types and coverages of insurance as specified in the Supplementary General Conditions of these specifications.

NAME OF COMPANY _____

SIGNED BY _____

ADDRESS _____

PHONE _____

FAX _____