

# Project Manual

Bidding Requirements, General Conditions of the Contract  
Volume 1

## Chartiers Valley High School Kitchen Make-up Unit Replacement Chartiers Valley School District

Chartiers Valley School District  
2030 Swallow Hill Road  
Pittsburgh, PA 15017

HVAC Construction Contract Number – 20026 - 1  
Electrical Construction Contract Number – 20026 - 2

T&W Project #20026  
BDA Engineering, 200801  
XXX XX, 2021



Engineer: BDA Engineering, Inc.



Program Manager: Thomas & Williamson

DOCUMENT 000110  
TABLE OF CONTENTS

**VOLUME 1 (Divisions 00-01)**

**INTRODUCTORY INFORMATION**

Document	000101	Title Page	1
Document	000105	Certification Page	1
Document	000110	Table of Contents	1 - 4
Document	000115	Table of Drawings	1

**BIDDING REQUIREMENTS**

Document	001113	Advertisement for Bids	1
Document	002113	Instructions to Bidders (AIA Document A701 - 2018)	1 - 8
Document	003100	Information Available to Bidders	1 - 2
Document	004116.1	HVAC Construction Bid Form	1 - 5
Document	004116.2	Electrical Construction Bid Form	1 - 4
Document	004301	Instructions for Supplements to Bid Forms	1
Document	004302	Transmittal for Supplements to Bid Forms	1 - 2
Document	004313	Bid Security Form	1
Document	004324	Pre-Bid Substitution Request Form	1 - 3
Document	004336	Subcontractors List	1
Document	004382	Instructions for Manpower Loading Schedule	1
Document	004383	Manpower Loading Schedule	1
Document	004386	Procurement Data Form	1 - 2
Document	004387	Subcontract Execution Affidavit	1 - 3
Document	004433	Equipment Suppliers List	1
Document	004433.1	List of Substitute Equipment or Materials	1
Document	004501	Questionnaire	1
Document	004513	Bidder's Qualification Form	1
Document	004514	Bidder's Financial Disclosure Form	1
Document	004519	Non-Collusion Affidavit	1 - 3

**CONTRACTING REQUIREMENTS**

Document	005216	Contract Agreement Between Owner and Contractor (AIA Document A101-2017)	1 - 8
Document	006276.13	Assignment of Rights	1

**CONDITIONS OF THE CONTRACT**

Document	007216	General Conditions of the Contract for Construction (AIA Document A201-2017)	1 - 40
Document	007300	Supplementary Conditions to the Contract	1 - 31
Document	007346	Prevailing Wage Determination Schedule	1
		Prevailing Wages Project Rates	1 - 9
		Pennsylvania Prevailing Wages Act	1 - 7
		Regulations for Pennsylvania Prevailing Wage Act	1 - 10
		Weekly Payroll Certification for Public Works Projects	1 - 2

		The Apprenticeship and Training Act	1 - 4
		Regulations Governing Apprenticeship and Training Programs	1 - 26
		Public Works Employment Verification Act 127	1 - 35
		Public Works Employment Verification Form	1
Document	007373	Pennsylvania Statutory Requirements	1 - 13
Document	007374	Sales Tax Statement and Certification Form	1

## **DIVISION 1 - GENERAL REQUIREMENTS**

Section	011200	Summary of the Project – Multiple Prime Contacts	1 - 5
Section	012200	Unit Prices	1 - 2
Section	012300	Alternates	1 - 2
Section	012600	Modification Procedures	1 - 2
Section	012900	Applications for Payment	1 - 3
Section	013100	Coordination and Meetings	1 - 6
Section	013116	Coordination - Multiple Prime Contracts	1 - 4
Section	013216	Schedules and Reports	1 - 6
Section	013300	Submittals	1 - 6
Section	014100	Regulatory Requirements	1 - 2
Section	014500	Quality Control	1 - 4
Section	015000	Construction Facilities & Temporary Controls	1 - 5
Section	015200	Temporary Utilities	1
Section	015600	Multiple Contracts – Selective Demolition	1 - 8
Section	016000	Material and Equipment	1 - 6
Section	017123	Field Engineering	1 - 3
Section	017329	Cutting and Patching	1 - 3
Section	017516	Starting of Systems	1 - 2
Section	017700	Project Close-out	1 - 5
Section	017823	Operation and Maintenance Data	1 - 4
Section	017836	Warranties	1 - 2

## **VOLUME 2 (Divisions 23-28)**

### **SPECIFICATIONS**

Section	000110	Table of Contents	1 - 3
---------	--------	-------------------	-------

### **DIVISION 23 - MECHANICAL**

Section	230000	Mechanical Demolition	1 - 4
Section	230513	Common Motor Requirements for HVAC Equipment	1 - 3
Section	230523	General Duty Valves for HVAC Piping	1 - 3
Section	230553	Identification for HVAC Piping and Equipment	1 - 5
Section	230593	Testing, Adjusting, and Balancing for HVAC	1 - 9
Section	230700	HVAC Insulation	1 - 4
Section	230993	Sequence of Operation	1 - 2
Section	231123	Facility Natural Gas Piping	1 - 7
Section	233100	HVAC Ducts	1 - 5
Section	233300	Air Duct Accessories	1 - 4
Section	238103	Dedicated Outdoor Air Units	1 - 9

### **DIVISION 26 - ELECTRICAL**

Section	260001	Electrical Codes and Fees	1
Section	260519	Building Wire and Cables	1 - 4
Section	260529	Electrical Hangers and Supports	1 - 7
Section	260531	Wiring Connections	1 - 2
Section	260533	Raceway and Boxes	1 - 4
Section	260553	Electrical Identification	1 - 2
Section	262413	Switchboards	1 - 3

### **DIVISION 28 – ELECTRICAL SYSTEMS**

Section	283100	Fire Detection and Alarm	1 - 7
---------	--------	--------------------------	-------

END OF DOCUMENT

DOCUMENT 000105  
CERTIFICATION PAGE

OWNER: Chartiers Valley School District  
2030 Swallow Hill Road  
Pittsburgh, Pennsylvania 15220  
Phone: 412-429-2201  
Fax: 411-429-2380  
Dr. Johannah Vanatta, Superintendent

MEP ENGINEER  
CONSULTANT: BDA Engineering, Inc.  
395 E. Waterfront Drive #200  
West Homestead, PA 15120  
Phone: 412-461-4935  
Fax: 412-461-4965  
Ms. Susan Cooper, P.E.  
Mr. John Zaramba

ENGINEER: Thomas & Williamson Program Management  
3270 Babcock Boulevard  
Pittsburgh, PA 15237  
Phone: 412-630-9416  
Fax: 412-630-9425  
Ms. Carrie Crawford

DRAFT

DOCUMENT 000115  
TABLE OF DRAWINGS

COVER SHEET  
C0 – Cover Sheet

MECHANICAL

M0 – Mechanical Cover Sheet  
M1 – Mechanical Demolition and New Work Plans  
M2 – Mechanical Schedules and Details

ELECTRICAL

E1 – Electrical Plan

END OF DOCUMENT

DRAFT

DOCUMENT 001113  
ADVERTISEMENT FOR BIDS

CHARTIERS VALLEY SCHOOL DISTRICT  
PROJECT NO. 20026

CHARTIERS VALLEY HIGH SCHOOL KITCHEN MAKE-UP UNIT

The Chartiers Valley School District is receiving Bids on the following Contracts:

HVAC Construction, Contract Number – 20026-1  
Electrical Construction Contract Number –20026-2

The Chartiers Valley School District, the Owner, will receive separate sealed Bids for Construction Contracts on the above Project until the time and date and at the place scheduled below. The Bids will be opened publicly and read aloud in the **Board Room of the Administration Building**. The clock in the Board Room will determine the Prevailing Time for the Receipt of Bids. The District invites any interested parties to attend.

BID DUE DATE: **TBD**

TIME OF RECEIPT: **TBD** PM, Prevailing Time

PLACE OF RECEIPT: Chartiers Valley School District  
Administration Offices  
2030 Swallow Hill Road  
Pittsburgh, PA 15017  
c/o, Dr. Johannah Vanetta, Superintendent

Bidders may obtain one complete set of the Bidding Documents by contacting Thomas & Williamson, 3270 Babcock Boulevard, Pittsburgh, PA 15237, Phone 412-630-9416 or by emailing az@thomasandwilliamson.com. A non-refundable deposit check made out to Thomas & Williamson in the amount of \$50.00 will register the bidders. A bidder must obtain bidding documents from Thomas & Williamson to be considered a Bona fide bidder. Access will be provided to the Bidding Documents via the Thomas & Williamson web portal. The portal link will be emailed to registered bidders.

A Pre-Bid Conference will be held at **3:30 PM on TBD**, at the Chartiers Valley High School. After the Pre-Bid Conference, the Bidders will be permitted to inspect the sites by a guided tour. Additional site visits may be arranged in accordance with the Instructions to Bidders (AIA Document A701 - 1997). Attendance is recommended but not mandatory.

A Bid Security Form in the amount of 10 percent of the Base Bid, Bidder's Qualification, Questionnaire Form, and Non-Collusion Affidavit must accompany each Bid, in accordance with the Instructions to Bidders. The Owner reserves the right to reject any or all Bids and to waive any informalities or irregularities in any Bid received.

For more information on this Project, please contact Ms. Carrie Crawford at Thomas & Williamson Program Management, 3270 Babcock Boulevard, Pittsburgh, PA 15237, (412) 630-9416.

END OF DOCUMENT



# AIA<sup>®</sup> Document A701<sup>™</sup> – 2018

## Instructions to Bidders

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

Kitchen Make-up Unit Replacement  
Chartiers Valley High School  
50 Thoms Run Road  
Bridgeville, PA 15017

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

Chartiers Valley School District  
2030 Swallow Hill Road  
Pittsburgh, PA 15220

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

Thomas & Williamson Program Management  
3270 Babcock Blvd.  
Pittsburgh, PA 15237

Consultant:  
BDA Engineering, Inc  
395 E. Waterfront Drive #200  
West Homestead, PA 15120

### TABLE OF ARTICLES

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

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

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

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

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



## ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

§ 1.10 Anywhere the word Architect or Architect's appear in this document, it shall be replaced with the words Engineer or Engineer's.

## ARTICLE 2 BIDDER'S REPRESENTATIONS

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

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

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 Distribution

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

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

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

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

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

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

### § 3.2 Modification or Interpretation of Bidding Documents

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

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.  
*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)*

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

### § 3.3 Substitutions

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

#### § 3.3.2 Substitution Process

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

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

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

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

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

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

#### § 3.4 Addenda

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

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

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

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

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

### ARTICLE 4 BIDDING PROCEDURES

#### § 4.1 Preparation of Bids

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

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

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

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

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

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

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

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

#### § 4.2 Bid Security

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

*(Insert the form and amount of bid security.)*

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

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

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

### § 4.3 Submission of Bids

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

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

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

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

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

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

### § 4.4 Modification or Withdrawal of Bid

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

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

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

*(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)*

## ARTICLE 5 CONSIDERATION OF BIDS

### § 5.1 Opening of Bids

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

## **§ 5.2 Rejection of Bids**

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

## **§ 5.3 Acceptance of Bid (Award)**

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

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

## **ARTICLE 6 POST-BID INFORMATION**

### **§ 6.1 Contractor's Qualification Statement**

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

### **§ 6.2 Owner's Financial Capability**

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

### **§ 6.3 Submittals**

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

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

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

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

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

## **ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND**

### **§ 7.1 Bond Requirements**

**§ 7.1.1** 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.

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

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

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

## § 7.2 Time of Delivery and Form of Bonds

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

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

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

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

## ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013.)*
- .5 Drawings

Number	Title	Date	
.6	Specifications		
Section	Title	Date	Pages

.7 Addenda:

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

.8 Other Exhibits:

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

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

The Sustainability Plan:

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

Supplementary and other Conditions of the Contract:

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

.9 Other documents listed below:

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

DOCUMENT 003100  
INFORMATION AVAILABLE TO BIDDERS

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Availability of drawings depicting existing conditions prior to construction of the project
- B. Site visitation procedures.

1.2 RELATED SECTIONS

- A. Document 001113 – Advertisement to Bid for time and date of Pre-Bid Conference.
- B. Document 002113 – Instruction to Bidders, AIA Document A701 - 2018.

1.3 EXISTING CONDITIONS

- A. A limited number of the original Construction Documents are available for review at the Owners office. Make arrangements with the Owner, twenty-four hours prior to reviewing these Documents.
- B. These drawings are for reference purposes only and are not to be construed as to actual site conditions. The Bidder will be responsible for determining actual site conditions for the preparation of the Bid.
- C. These drawings identify the original building conditions and were prepared primarily for the contractors constructing the original building and subsequent renovations.
- D. These documents by their nature cannot reveal all conditions that exist on the site.
- E. Review of these documents does not relieve the Bidder from visiting the Project site.

1.4 SITE VISITATIONS

- A. Bidders are required to visit the Project and examine the premises by walking through it.
- B. Site visitations will be allowed on selected weekday afternoons at the conclusion of the school day beginning at 4:30 p.m. Changes to accommodate the Owner's activities may be announced at the Pre-Bid Conference.
- C. Bidders may visit the Project site after the Pre-Bid Conference by contacting the office of the Program Manager at 412-630-9416 to arrange visits. These visits will begin after 4:30 p.m.

PART 2 – PRODUCTS – Not used.

PART 3 – EXECUTION – Not used.

END OF DOCUMENT



DOCUMENT 004116.1  
BID FORM

For

HVAC CONSTRUCTION  
CONTRACT NO. 20026 - 1

CHARTIERS VALLEY HIGH SCHOOL  
for  
CHARTIERS VALLEY SCHOOL DISTRICT

Thomas & Williamson Program Management  
3270 Babcock Boulevard  
Pittsburgh, PA 15237

BID OF \_\_\_\_\_  
(Name) (Date)

\_\_\_\_\_  
(Address) (Telephone Number)

\_\_\_\_\_  
(Facsimile Number)

TO: Chartiers Valley School District  
Administration Office  
2030 Swallow Hill Road  
Pittsburgh, PA 15017  
Attn: Dr. Johannah Vanetta, Superintendent

Board Members:

The undersigned submits this Bid in conformity with the Drawings and Specifications prepared by BDA Engineering, Inc., 395 E. Waterfront Drive #200, Homestead, PA 15120 and on file at the office of the Program Manager, Thomas & Williamson Program Management, 3270 Babcock Boulevard, Pittsburgh, PA 15237; and after examination of the site of the Work, the Bidding Requirements (including the Advertisement for Bids, the Instructions to Bidders, and Sample Forms), and the proposed Contract Documents (including the General Conditions, Supplementary Conditions, the Wage Determination, and any Addenda issued during the bidding period changing any part of the Contract Documents).

For the price hereinafter stated, it is proposed to provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services, and to do and perform all superintendence of the construction, and to secure and pay for all permits and licenses, and to do all incidental work in order to execute and complete the Work in an expeditious and workmanlike manner to the satisfaction and acceptance of the Owner, the Program Manager, and the Engineer, all in accordance with the Contract Documents.

Enclosed herewith as bid security is a Bid Bond or certified check drawn to the order of the Owner in the amount stated in the Advertisement for or Invitation to Bids. The undersigned agrees that this Bid will not be withdrawn for a period of 90 days after the designated time for receipt of Bids; and that if this Bid is accepted by the Owner, the Bidder will execute the Contract and furnish the required bonds and insurance coverages. It is agreed that the bid security will be forfeited as liquidated damages, not as a penalty, if the undersigned fails to furnish the required bonds and insurance coverages within 7 days after receipt of the Notice of Intent to Award of Contract or fails to execute and deliver the Agreement for the work within 7 days after receipt of it.

The Bidder hereby certifies that the Bidder is the only person(s) interested in this Bid as principal; and has not entered into collusion with any person, firm, or corporation in respect to this Bid or the submitting of Bids for this Contract.

The Bidder hereby agrees to comply with and to be bound by all applicable governmental regulations, laws, codes, ordinances and legal requirements affecting the work, including but not limited to, Sections 752, 754, 755, 756 and 757 of the "Public School Code of 1949" of the Commonwealth of Pennsylvania, as amended, and the "Pennsylvania Human Relations Act," as amended.

The Bidder hereby acknowledges that Act 34 of 1985 or similar legislation, requires that all of the Contractor's employees and all lower tier contractors' employees may be required, at the discretion of the Owner, to produce reports of criminal history record information from the Pennsylvania State Police, or a statement from the State Police that the State Police central repository contains no such information relating to each such person, before said person may begin working on School District Projects. (See Division 1 Section, "Pennsylvania Statutory Requirements" for additional information.)

The Bidder hereby acknowledges that Act 114 of 2006, Act 24 of 2011 or similar legislation requires that all of the Contractor's employees and all lower tier contractors' employees may be required, at the discretion of the Owner to obtain the FBI Federal Criminal History Clearance before said person may begin working on School District Projects. (See Division 1 Section, "Pennsylvania Statutory Requirements" for additional information.)

The Bidder hereby acknowledges that Act 151 of 1994 or similar legislation, requires that all of the Contractor's employees and all lower tier contractors' employees may be required, at the discretion of the Owner to obtain from the Department of Public Welfare an Official Clearance Statement certifying the applicant has not been found guilty of a child abuse crime or is not under suspicion of such a crime.

Failure on the Contractor's behalf or lower tier contractor's employees to provide the required certificates under Act 34, Act 114, Act 24 or Act 151 would result in a material breach of Contract.

The Bidder hereby agrees that all Work will progress in accordance with the predetermined schedule, and Substantial Completion shall be achieved within the Contract Time in accordance with the dates established in the Agreement.

The Bidder hereby agrees that the right is reserved to the Owner to reject any of or all Bids and to waive any informality or irregularity in any Bid received. It is further understood that the competency and responsibility of Bidders will receive consideration before the award of the Contract.

The Base Bid, price quotations, and other information are submitted in the spaces provided on the Bid Form or attached to the Bid Form. Omission of price quotations or other information requested will be sufficient reason for rejection of this Bid.

The Bidder hereby certifies that the Alternate amounts stated on this Bid form include costs of coordination of related Work, modification or adjustment to adjacent work, miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation whether or not mentioned or part of the Alternate.

In submitting this Bid, the Bidder hereby acknowledges the issuance, receipt, and acceptance of Addenda as indicated below:

Addenda Issued: YES/NO [cross out one]; if YES:

Addendum No. _____	dated: _____	Addendum No. _____	dated: _____
Addendum No. _____	dated: _____	Addendum No. _____	dated: _____
Addendum No. _____	dated: _____	Addendum No. _____	dated: _____
Addendum No. _____	dated: _____	Addendum No. _____	dated: _____

CONTRACT NO. 20026-1

BASE BID:

For all HVAC Construction Work to be completed, the total sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
(IN WORDS) (IN NUMERALS)

**UNIT PRICE SCHEDULE**

The Owner may use the following amount to compute the Unit Prices for the adjustment of the Contract Sum, on an add or deduct basis.

NOT APPLICABLE

**ALTERNATES PRICE SCHEDULE**

**ALTERNATE BIDS** as changes to the HVAC Construction Base Bid without regard to other Alternates:

1. ALTERNATE M-01: In lieu of providing cooling to the new make-up air unit, provide the new Make Up Air unit as heating and ventilating only. Supply CFM and heating capacity shall remain the same as scheduled. .

Add/Deduct \$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
(Circle One) (In Words) (In Numerals)

2. ALTERNATE M-02: In lieu of wrapping all existing overhead duct with insulation above the existing kitchen ceiling, provide the amount to *add to* or *deduct from* the Base Bid to provide a minimum of two (2) dew point sensors within the Kitchen ceiling plenum in lieu of insulating the Make Up Air supply ductwork. Include within this alternate the additional controls required to control the new Make Up Air Unit discharge temperature to remain at least 2°F (adjustable) above the dew point temperature of the plenum.

Add/Deduct \$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
(Circle One) (In Words) (In Numerals)

3. ALTERNATE M-03: In lieu of wrapping all existing overhead duct with insulation above the existing kitchen ceilings, provide cost savings to remove insulating all existing duct from the scope of the project.

Add/Deduct \$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
(Circle One) (In Words) (In Numerals)

4. ALTERNATE M-04: In lieu of providing no electrical construction work, the bidder shall provide the complete scope of electrical work included in the Summary of the Project, Section 011200 - 18008-02 Electrical Construction Contract Work and shown on the drawings.

Add/Deduct \$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
(Circle One) (In Words) (In Numerals)

DRAFT

**SIGNATURES PAGE**

When the Bidder is an Individual:

\_\_\_\_\_ (SEAL)

\*\*\*\*\*

When the Bidder is a Partnership:

\_\_\_\_\_ (Name of Partnership)

\_\_\_\_\_ (SEAL)  
Partner

\_\_\_\_\_ (SEAL)  
Partner

\_\_\_\_\_ (SEAL)  
Partner

\*\*\*\*\*

When the Bidder is a Corporation: \_\_\_\_\_ (SEAL)

Corporate  
Name of Corporation

Seal By \_\_\_\_\_ (SEAL)  
President

ATTEST:

\_\_\_\_\_  
(Corporate Secretary)

The \_\_\_\_\_ is a corporation organized and existing under the laws of \_\_\_\_\_ and has (has not) been granted a certificate of authority to do business in Pennsylvania, as required by the Business Corporation Law, approved May 5, 1993, P.S. 364, as amended.

\*\*\*\*\*

When the Bidder is trading under a fictitious name:

The \_\_\_\_\_ is an individual, partnership, or corporation trading under a fictitious or assumed name and has (has not) registered under the Fictitious Name Act Of Pennsylvania -- namely, the Act of May 24, 1945, P.S. 967.

STATEMENT OF ATTESTATION:

I attest and declare that this Bid has been submitted pursuant to rights for withdraw following the bid opening in Public Contract law 73 PS 1602, 1603 and 1604 et seq. and further defined in Document 00120 – Supplementary Instructions to Bidders.

\_\_\_\_\_  
(Owner/President/Corporate Secretary)

END OF DOCUMENT

DOCUMENT 004116.2  
BID FORM

For

ELECTRICAL CONSTRUCTION  
CONTRACT NO. 20026-2

CHARTIERS VALLEY HIGH SCHOOL  
for  
CHARTIERS VALLEY SCHOOL DISTRICT

Thomas & Williamson Program Management  
3270 Babcock Boulevard  
Pittsburgh, PA 15237

BID OF \_\_\_\_\_  
(Name) \_\_\_\_\_ (Date) \_\_\_\_\_  
\_\_\_\_\_  
(Address) \_\_\_\_\_ (Telephone Number) \_\_\_\_\_  
\_\_\_\_\_  
(Facsimile Number) \_\_\_\_\_

TO: Chartiers Valley School District  
Administration Office  
2030 Swallow Hill Road  
Pittsburgh, PA 15017  
Attn: Dr. Johannah Vanetta, Superintendent

Board Members:

The undersigned submits this Bid in conformity with the Drawings and Specifications prepared by BDA Engineering, Inc., 395 E. Waterfront Drive #200, Homestead, PA 15120 and on file at the office of the Program Manager, Thomas & Williamson Program Management, 3270 Babcock Boulevard, Pittsburgh, PA 15237; and after examination of the site of the Work, the Bidding Requirements (including the Advertisement for Bids, the Instructions to Bidders, and Sample Forms), and the proposed Contract Documents (including the General Conditions, Supplementary Conditions, the Wage Determination, and any Addenda issued during the bidding period changing any part of the Contract Documents).

For the price hereinafter stated, it is proposed to provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services, and to do and perform all superintendence of the construction, and to secure and pay for all permits and licenses, and to do all incidental work in order to execute and complete the Work in an expeditious and workmanlike manner to the satisfaction and acceptance of the Owner, the Program Manager, and the Engineer, all in accordance with the Contract Documents.

Enclosed herewith as bid security is a Bid Bond or certified check drawn to the order of the Owner in the amount stated in the Advertisement for or Invitation to Bids. The undersigned agrees that this Bid will not be withdrawn for a period of 90 days after the designated time for receipt of Bids; and that if this Bid is accepted by the Owner, the Bidder will execute the Contract and furnish the required bonds and insurance coverages. It is agreed that the bid security will be forfeited as liquidated damages, not as a penalty, if the undersigned fails to furnish the required bonds and insurance coverages within 7 days after receipt of the Notice of Intent to Award of Contract or fails to execute and deliver the Agreement for the work within 7 days after receipt of it.

The Bidder hereby certifies that the Bidder is the only person(s) interested in this Bid as principal; and has not entered into collusion with any person, firm, or corporation in respect to this Bid or the submitting of Bids for this Contract.

The Bidder hereby agrees to comply with and to be bound by all applicable governmental regulations, laws, codes, ordinances and legal requirements affecting the work, including but not limited to, Sections 752, 754, 755, 756 and 757 of the "Public School Code of 1949" of the Commonwealth of Pennsylvania, as amended, and the "Pennsylvania Human Relations Act," as amended.

The Bidder hereby acknowledges that Act 34 of 1985 or similar legislation, requires that all of the Contractor's employees and all lower tier contractors' employees may be required, at the discretion of the Owner, to produce reports of criminal history record information from the Pennsylvania State Police, or a statement from the State Police that the State Police central repository contains no such information relating to each such person, before said person may begin working on School District Projects. (See Division 1 Section, "Pennsylvania Statutory Requirements" for additional information.)

The Bidder hereby acknowledges that Act 114 of 2006, Act 24 of 2011 or similar legislation requires that all of the Contractor's employees and all lower tier contractors' employees may be required, at the discretion of the Owner to obtain the FBI Federal Criminal History Clearance before said person may begin working on School District Projects. (See Division 1 Section, "Pennsylvania Statutory Requirements" for additional information.)

The Bidder hereby acknowledges that Act 151 of 1994 or similar legislation, requires that all of the Contractor's employees and all lower tier contractors' employees may be required, at the discretion of the Owner to obtain from the Department of Public Welfare an Official Clearance Statement certifying the applicant has not been found guilty of a child abuse crime or is not under suspicion of such a crime.

Failure on the Contractor's behalf or lower tier contractor's employees to provide the required certificates under Act 34, Act 114, Act 24 or Act 151 would result in a material breach of Contract.

The Bidder hereby agrees that all Work will progress in accordance with the predetermined schedule, and Substantial Completion shall be achieved within the Contract Time in accordance with the dates established in the Agreement.

The Bidder hereby agrees that the right is reserved to the Owner to reject any of or all Bids and to waive any informality or irregularity in any Bid received. It is further understood that the competency and responsibility of Bidders will receive consideration before the award of the Contract.

The Base Bid, price quotations, and other information are submitted in the spaces provided on the Bid Form or attached to the Bid Form. Omission of price quotations or other information requested will be sufficient reason for rejection of this Bid.

The Bidder hereby certifies that the Alternate amounts stated on this Bid form include costs of coordination of related Work, modification or adjustment to adjacent work, miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation whether or not mentioned or part of the Alternate.

In submitting this Bid, the Bidder hereby acknowledges the issuance, receipt, and acceptance of Addenda as indicated below:

Addenda Issued: YES/NO [cross out one]; if YES:

Addendum No. _____	dated: _____	Addendum No. _____	dated: _____
Addendum No. _____	dated: _____	Addendum No. _____	dated: _____
Addendum No. _____	dated: _____	Addendum No. _____	dated: _____
Addendum No. _____	dated: _____	Addendum No. _____	dated: _____

CONTRACT NO. 20026-2

BASE BID:

For all Electrical Construction Work to be completed, the total sum of:

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_ )  
(IN WORDS) (IN NUMERALS)

**UNIT PRICE SCHEDULE**

The Owner may use the following amount to compute the Unit Prices for the adjustment of the Contract Sum, on an add or deduct basis.

NOT APPLICABLE

**ALTERNATES PRICE SCHEDULE**

1. ALTERNATE EC-01: In lieu of providing cooling to the new make-up air unit, provide the new Make Up Air unit as heating and ventilating only. Supply CFM and heating capacity shall remain the same as scheduled. .

Add/Deduct \$ \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ )  
(Circle One) (In Words) (In Numerals)



**SIGNATURES PAGE**

When the Bidder is an Individual:

\_\_\_\_\_ (SEAL)

\*\*\*\*\*

When the Bidder is a Partnership:

\_\_\_\_\_ (Name of Partnership)

\_\_\_\_\_ (SEAL)  
Partner

\_\_\_\_\_ (SEAL)  
Partner

\_\_\_\_\_ (SEAL)  
Partner

\*\*\*\*\*

When the Bidder is a Corporation: \_\_\_\_\_ (SEAL)

Corporate  
Name of Corporation

Seal By \_\_\_\_\_ (SEAL)  
President

ATTEST:

\_\_\_\_\_  
(Corporate Secretary)

The \_\_\_\_\_ is a corporation organized and existing under the laws of \_\_\_\_\_ and has (has not) been granted a certificate of authority to do business in Pennsylvania, as required by the Business Corporation Law, approved May 5, 1993, P.S. 364, as amended.

\*\*\*\*\*

When the Bidder is trading under a fictitious name:

The \_\_\_\_\_ is an individual, partnership, or corporation trading under a fictitious or assumed name and has (has not) registered under the Fictitious Name Act Of Pennsylvania -- namely, the Act of May 24, 1945, P.S. 967.

STATEMENT OF ATTESTATION:

I attest and declare that this Bid has been submitted pursuant to rights for withdraw following the bid opening in Public Contract law 73 PS 1602, 1603 and 1604 et seq. and further defined in Document 00120 – Supplementary Instructions to Bidders.

\_\_\_\_\_  
(Owner/President/Corporate Secretary)

END OF DOCUMENT

DOCUMENT 004301  
INSTRUCTIONS FOR SUPPLEMENTS TO BID FORMS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. The instructions necessary for the proper completion and submission of the Supplement to the Bid Form.

1.02 RELATED SECTION

- A. Document 002113 – Instructions to Bidders (AIA Document A701 – 2018).
- B. Document 004302 - Transmittal for Supplements to the Bid Forms.

1.03 SUBMITTALS

- A. Submit the items required by this Document in conjunction with the Bid Form for the specific contract on which the Bidder is submitting a Bid.
- B. Retype on Bidder's letterhead, in the exact format indicated in Document 004302, Transmittal for Supplements to Bid Forms.
- C. List only those items being submitted.

1.04 BID SUBMITTAL

- A. Submit items listed for submission with Bid Form in the same envelope as the Bid Form.

1.05 POST BID SUBMITTAL

- A. Deliver the items required to be submitted within five (5) days after the Notice of Intent to Award Contract to the office of the Program Manager.
- B. Submit the required documents in triplicate.
- C. Retype on Bidder's letterhead, in the exact format indicated, the Transmittal for Supplemental Bid Forms.
- D. List only those items being submitted.

PART 2 - PRODUCTS Not used

PART 3 - EXECUTION Not used

END OF DOCUMENT

SECTION 004302  
TRANSMITTAL FOR SUPPLEMENTS TO BID FORMS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. The items required for submission with the Bid Form and the items required after the Notice of Intent to Award Contract letter has been issued.
- B. Transmittal Form, retyped on Bidder's letterhead, indicating only the items being submitted.
- C. Documents not provided in project manual, submit information on Bidder's letterhead.

1.02 QUALIFICATIONS

- A. The information provided with the completed Transmittal of Supplemental Bid Forms and its attachments are an integral part of the Bid Form.

1.03 SUBMIT WITH THE BID FORM:

- A. Submit the following Documents with the Bid:
  - 1. 004501 Questionnaire
  - 2. 004313 Bid Security Form
  - 3. 004513 Bidder's Qualification Form
  - 4. 004519 Non-Collusion Affidavit
- B. Contractors are to submit one (1) original set of Bid Forms and one (1) copy of the original Bid Forms.

1.04 SUBMIT AFTER THE NOTICE OF INTENT TO AWARD CONTRACT:

- A. Submit the following Documents within the timeframe specified in the Notice of Intent to Award Contract that is issued by the Owner through the Construction Manager:
  - 1. 004514 Bidder's Financial Disclosure Form
  - 2. 004336 Subcontractors List
  - 3. 004433 Equipment Suppliers List
  - 4. 004383 Manpower Loading Schedule
  - 5. 004386 Procurement Data Form
  - 6. 004387 Subcontract Execution Affidavit
  - 7. 005216 AIA Document A101-2017, Standard Form of Agreement between Owner and Contractor
  - 8. Performance and Payment Bonds
  - 9. Insurance Certificates
  - 10. Breakdown of the Bidder's Schedule of Values using AIA Documents G703.
  - 11. Corporate resolution, if required.

PART 2 - PRODUCTS Not used.

PART 3 - EXECUTION

3.01 TRANSMITTAL FORM

A. Retype the following form on Bidder's letterhead for submission with Supplements to Bid Forms:

TO: Thomas & Williamson, Program Management  
3270 Babcock Boulevard, Pittsburgh, PA 15237

Project: Chartiers Valley High School Kitchen Make-up Unit Replacement - Chartiers Valley School District

Date:

Submitted by: \_\_\_\_\_  
(Full company name)

Full address: \_\_\_\_\_  
\_\_\_\_\_

In accordance with Document 002113 - Instructions to Bidders, Document and Bid Form Documents, we include the Supplements to Bid Form Appendices listed below.

*Insert the Documents required for submission per Article 1.03 and 1.04.*

SUPPLEMENTS TO BID FORM SIGNATURES:

The Corporate Seal of \_\_\_\_\_  
(Print the full name of the Proprietorship, Partnership, or Corporation)

was hereunto affixed in the presence of:

(Authorized signing officer) \_\_\_\_\_ (Title)

(Seal) (Authorized signing officer) \_\_\_\_\_ (Title)

END OF DOCUMENT

SECTION 004313  
BID SECURITY FORM

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 will 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 and address or description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and shall enter into a contract with the Obligee in accord with the terms of such bid, and give such bond or bonds as may be specified in the bidding of 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 of 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\_\_

\_\_\_\_\_  
(Principal) (Seal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Surety) (Seal)

\_\_\_\_\_  
(Title)

END OF DOCUMENT

DOCUMENT 004324  
PRE-BID SUBSTITUTION REQUEST FORM

1.01 DOCUMENT INCLUDES

- A. The Procedures for the submission of a substitution during the Bid Phase.

1.02 REFERENCES

- A. Document AIA A701 - Instructions to Bidders.

1.03 SUBMITTALS

- A. Submissions will be "Received Dated" immediately upon arrival at the office of the Construction Manager and must be received no later than 5 days prior to the receipt of bids.
- B. The burden of proof of performance equality and the completeness of this submittal is the responsibility of the Bidder.
- C. Include complete Product Data, technical literature and laboratory tests.
- D. Provide detailed drawings showing dimensional changes to the effected area of the project.
- E. Provide complete description of changes to the Contract Documents that the proposed substitution will require for installation.
- F. Provide necessary samples and substantiating data to prove equal quality, performance and appearance to the specified Product.
  - 1. Clearly mark the manufacturer's literature to indicate equality in performance, materials and construction.
- G. Submittals that are incomplete, not having the options or models and lines of products selected will be rejected.
- H. The submittal will be noted with approval or disapproval, the date, and initialed by the person making the review.
- I. Notations on a rejected submittal will provide the Bidder information that may be used to resubmit the product if desired.

1.04 SUBMITTAL FORM

A. Attach this completed page to each submission made.

PROJECT: \_\_\_\_\_

CONTRACTOR/SUPPLIER: \_\_\_\_\_

We hereby submit for consideration, the following product instead of specified item for this project:

SECTION/DRAWING	PARAGRAPH/DETAIL	SPECIFIED ITEM
_____	_____	_____

Proposed substitution:

ATTACHMENTS: \_\_\_\_\_  
(If not applicable, write N/A in space provided)

B. Complete the questions below, provide attachments if more space is necessary.

1. Does the substitution affect dimensions indicated on the Contract Drawings?

Yes\_\_\_\_\_ No\_\_\_\_\_ If yes, clearly indicate changes:

2. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the request substitution?

3. What effect does substitution have on other trades, other contracts, and Contract Completion Date?

4. What effect does substitution have on applicable code requirements?

5. List differences between proposed substitution and specified item:

6. Identify manufacturer's warranties:

7. Identify cost impact:

C. List of names and addresses of three (3) similar projects on which product was used, date of installation, and Architect's/Engineer's name, address, and telephone numbers.

1.05 CERTIFICATION OF EQUAL PERFORMANCE

- A. Signature and submission of this Document attests that the function and quality is an equivalent or superior product to the specified item.

Submitted by: \_\_\_\_\_ Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Telephone: \_\_\_\_\_

Signature: \_\_\_\_\_

1.06 SUBMITTAL COMMENTS

Accepted: \_\_\_\_\_ Accepted as Noted: \_\_\_\_\_

Not Accepted: \_\_\_\_\_ Received Too Late: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Remarks:

PART 2 - PRODUCTS Not used.

PART 3 - EXECUTION Not used

END OF DOCUMENT



DOCUMENT 004336  
SUBCONTRACTORS LIST

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

(Bidder): \_\_\_\_\_

(Project Name): \_\_\_\_\_

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

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

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

END OF DOCUMENT

DOCUMENT 004382  
INSTRUCTIONS FOR MANPOWER LOADING SCHEDULE

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. The instructions necessary for the proper completion and submission of the Manpower Loading Schedule within the timeframe stipulated in the Notice of Intent to Award, per Document 004301 - Instruction for Supplements to Bid Forms.

1.02 RELATED SECTION

- A. Document 004301 - Instruction for Supplements to Bid Forms.
- B. Document 004302 - Transmittal for Supplements to the Bid Forms.
- C. Document 004383 - Manpower Loading Schedule.

1.03 SUBMITTAL

- A. Submit the Manpower Loading Schedule within the timeframe stipulated in the Notice of Intent to Award for the specific Contract on which the Bidder is submitting a Bid.
- B. Submit the required documents in triplicate.

1.04 SCHEDULE INSTRUCTIONS

- A. Indicate the type of trades under the column marked "Trade".
- B. Enumerate the daily quantities of the respective types of trades in the columns to the right of the "Trade" column.
  - 1. Continuation arrows are acceptable when the loading per trade remains uniform.
- C. Enumerate the daily quantities of supervisory personnel.
- D. Indicate in the upper grid, the total amount of manpower (in units of man-days) to be worked by the Contractor through the duration of the Project by delineating the graph.
- E. If the Preliminary CPM Construction Schedule requires the Contractor to accomplish the Work in a period longer than 40 days; compile subsequent manpower schedules as required for the duration of the Work.
  - 1. Compile the subsequent manpower loading in the period beginning with the Notice to Award and ending with the Substantial Completion milestones.
  - 2. Consecutively number the subsequent Manpower Loading Schedules.

PART 2 - PRODUCTS Not used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT



DOCUMENT 004386  
PROCUREMENT DATA FORM

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Procurement Data Forms are to be completed and submitted within the time frame stipulated in the Notice of Intent to Award for the items defined in the Document 002113 Instructions to Bidders AIA701.
- B. Procurement Data Forms used by the Contractor in the preparation of the Project CPM Construction Schedule.
- C. Contractor shall submit a Procurement Data Form for each item listed under the Procurement Items on the Preliminary CPM Project Schedule and or as noted as requiring submittals in the various specification sections.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION

3.1 PROCUREMENT DATA FORM

- A. The Procurement Data Form follows on the next page.

# PROCUREMENT DATA FORM

Specification Section: \_\_\_\_\_

Paragraph: \_\_\_\_\_

Description: \_\_\_\_\_

Contractor Submittal No.: \_\_\_\_\_

Date indicated on Submittal: \_\_\_\_\_

Date Submittal Received: \_\_\_\_\_

Planned Delivery Date: \_\_\_\_\_

Planned Fabrication Start Date: \_\_\_\_\_

Planned Fabrication Completion Date: \_\_\_\_\_

## Subcontractor Information

Subcontractor: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

## Supplier Information

Supplier: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

## Manufacturer Information

Manufacturer: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

DOCUMENT 004387  
SUBCONTRACT EXECUTION AFFIDAVIT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Executed Subcontract Agreement: This form must be provided for Work that will be subcontracted. Form must be completed in its entirety.
- B. In the event that the Contractor contemplates performing the Work of its Contract through a subcontract, the contractor's procurement of the subcontracted work shall not exceed one-third of the duration listed for the submission of the submittals for that work on the Preliminary CPM Construction Schedule.
- C. Form may include only one named subcontractor for the particular Work to be subcontracted.  

Example: You cannot list Company A, Company G and Company X as a subcontractor to supply and install windows. You must name and list only one subcontractor per section.
- D. The time for the execution of this form is established in the Preliminary CPM Construction Schedule for the Work that is being subcontracted by the Prime Contractor.
- E. If no Executed Subcontract Affidavit is provided, it will be understood that the Contractor will self-perform the Work and will provide the required Procurement Data Form and Submittals required in accordance with the Preliminary CPM Construction Schedule.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION

3.1 SUBCONTRACT EXECUTION AGREEMENT

- A. Execution agreement follows on the next page.

DOCUMENT 004387  
SUBCONTRACT EXECUTION AFFIDAVIT

**Work Sub-Contracted:** \_\_\_\_\_

**Specification Sections that apply to Subcontractor:** \_\_\_\_\_

**Submittals Subcontractor responsible for:** \_\_\_\_\_

**Subcontractor Information**

Subcontractor: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**Sub-Subcontractor Information**

Subcontractor: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**Subcontractors Supplier Information**

Supplier: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**Subcontractors Manufacturer Information**

Manufacturer: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

DOCUMENT 004387  
SUBCONTRACT EXECUTION AFFIDAVIT

Contract No. \_\_\_\_\_

State of \_\_\_\_\_ : S.S.

County of \_\_\_\_\_

I state that I am \_\_\_\_\_ of  
(Title)

\_\_\_\_\_ and that I am authorized to  
(Name of my firm)

make this Affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the execution of a contract with the subcontractor.

I state that:

- (1) That the subcontract agreement has been entered into.
- (2) That the subcontractor was provided the Preliminary CPM Construction Schedule and understands the dates in which the submittals that it is responsible for are due.
- (2) That the subcontractor has agreed to supply the required submittal information in accordance with the Preliminary CPM Construction Schedule.

I state that \_\_\_\_\_  
(Name of my firm)

understands and acknowledges that the above representations are material and important and will be relied upon. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from Owner of true facts relating to the representation that the Subcontract and submittal process is an important part of the Work of this Contract.

\_\_\_\_\_  
(Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

END OF DOCUMENT



DOCUMENT 004433  
EQUIPMENT SUPPLIERS LIST

The following is the List of the Suppliers of Equipment to be installed in the project referenced in the Bid submitted by:

(Bidder): \_\_\_\_\_ to

(Owner): \_\_\_\_\_ dated: \_\_\_\_\_  
and which is an integral part of the Bid Form.

EQUIPMENT COMPONENTS OR ITEMS

SUPPLIERS NAME AND TELEPHONE NUMBER

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

END OF DOCUMENT

DOCUMENT 004433.1  
LIST OF SUBSTITUTE EQUIPMENT OR MATERIAL

PART 1 - GENERAL

1.1 DOCUMENT INCLUDES

A. This form shall be completed by the Bidder to indicate the pre-approved equipment or materials that are included as part the Bid amount.

Note: Only those items pre-approved by the Architect prior to bid are to be included on this form.

B. This Document shall be considered as an integral part of the Bid Form.

C. The following is the List of Substitute Equipment or Material included within the Bid submitted by:

(Bidder) \_\_\_\_\_  
to \_\_\_\_\_

(Owner) \_\_\_\_\_

SPEC SECTION NO.	COMPONENT DESCRIPTION	SPECIFIED MANUFACTURER	SUBSTITUTE MANUFACTURER
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not used

END OF DOCUMENT

DOCUMENT 004501  
QUESTIONNAIRE

The Bidder shall check either yes or no in the check response column. Do not leave it blank and do not check both yes and no.

	Check Response (Check One)	
	Yes	No
1. Does the Bidder understand that Substantial Completion of the Project is required as indicated by the Preliminary CPM Construction Schedule bound in the Documents?	_____	_____
2. Does the Bidder understand that this Contract may require its work to be completed prior to the individual milestone dates and Completion dates listed in Section 013216 – Schedules and Reports to allow required sequencing of construction activities by other Prime Contractors?	_____	_____
3. Has the Bidder conveyed the dates indicated in the Preliminary CPM Construction Schedule to the vendor or supplier furnishing products or materials for delivery to meet the milestones and dates set forth in the Preliminary CPM Construction Schedule?	_____	_____
4. Has the Bidder recognized the sequencing of work activities and construction to meet the established milestones listed in Section 013216 Schedules and Reports?	_____	_____
5. Does the Bidder agree that the Contract Documents are clear, understandable and successfully convey the Engineer's intentions of the design; and provides the information necessary for a complete and functioning system?	_____	_____
6. Does the Bidder agree to supply enough properly skilled manpower to complete the Project within the timeframe and milestones established in the Preliminary CPM Construction Schedule per Article 8. Paragraph 8.2.3 of Document 007216, General Conditions of the Contract for Construction, AIA Document A201?	_____	_____
7. Does the Bidder understand that the Preliminary CPM Construction Schedule shall be used by the Contractor to compile its Proposed CPM Construction Schedule and that no payments will be made until all Contractors approve and sign the Project CPM Construction Schedule?	_____	_____
8. Does Bidder understand that all work, including punch list items, is to be completed as indicated in the Preliminary CPM Construction Schedule bound by the Contract Documents?	_____	_____
9. Does Bidder understand and intend to comply with Article 8.2.4 Document 007300, Supplementary Conditions of the Contract?	_____	_____
10. Has the Bidder verified the tabulation of the Bid Sum to ensure there are no mathematical errors in the amount submitted in the Bid?	_____	_____
11. Has the Bidder read and fully understand their right to withdraw a Bid pursuant to Public Contract Law, 73 PS 1602, 1603 and 1604 et. seq.	_____	_____
12. Has the Bidder read and fully understand the Owner's rights in rejecting a Bidder's request to withdraw a submitted bid pursuant Public Contract Law, 73 PS 1602, 1603 and 1604 et. seq.	_____	_____

END OF DOCUMENT

DOCUMENT 004513  
BIDDER'S QUALIFICATION FORM

Company Name: \_\_\_\_\_

Number of Years in Business: \_\_\_\_\_

Amount (In Dollars) of Work Completed Last Year: \$ \_\_\_\_\_

Bonding Company: \_\_\_\_\_

Phone: \_\_\_\_\_

Bonding Limit: \_\_\_\_\_

Architect/Engineer  
References (3):

1. \_\_\_\_\_

Phone \_\_\_\_\_

2. \_\_\_\_\_

Phone \_\_\_\_\_

3. \_\_\_\_\_

Phone \_\_\_\_\_

Owner References (3):

1. \_\_\_\_\_

Phone \_\_\_\_\_

2. \_\_\_\_\_

Phone \_\_\_\_\_

3. \_\_\_\_\_

Phone \_\_\_\_\_

List Projects, Construction Cost, Name, Address, and Telephone Number of person to contact for all projects executed in the past calendar year. (Add attachment to this form using Contractor's own letterhead).

END OF DOCUMENT

DOCUMENT 004514  
BIDDER'S FINANCIAL DISCLOSURE FORM

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Number of Years in Business: \_\_\_\_\_

In What State(s) is the Company Licensed to Operate? \_\_\_\_\_

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

\_\_\_\_ If yes, please explain: \_\_\_\_\_

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

\_\_\_\_ If yes, please explain: \_\_\_\_\_

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

\_\_\_\_ If yes, please explain: \_\_\_\_\_

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

\_\_\_\_ If yes, please explain: \_\_\_\_\_

Has the Company ever had to pay liquidated damages on a project?

\_\_\_\_ If yes, please explain: \_\_\_\_\_

Is the Company presently involved in any Litigation?

\_\_\_\_ If yes, provide detailed information on an attached sheet.

**FINANCIAL INSTITUTION REFERENCES:**

1. Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

2. Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

(On Company letterhead) Attach to this form:

1. Company's Financial Statement for past TWO (2) calendar years.

END OF DOCUMENT

INSTRUCTIONS FOR DOCUMENT 004519 - NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. §§ 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit shall be executed by the member, officer, or employee of the Bidder who makes the final decision on prices and the amount quoted in the Bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval, or submission of the Bid.
4. In the case of a Bid submitted by a joint venture, each party to the venture must be identified in the Bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the Bid.

DOCUMENT 004519  
NON-COLLUSION AFFIDAVIT

Contract No. \_\_\_\_\_  
(Bid Form)

State of \_\_\_\_\_ : S.S.  
County of \_\_\_\_\_

I state that I am \_\_\_\_\_ of  
(Title) \_\_\_\_\_ and that I am authorized to  
(Name of my firm)

make this Affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Bid.

I state that:

- (1) The prices(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) \_\_\_\_\_  
(Name of my firm)

its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_  
(Name of my firm)

understands and acknowledges that the above representations are material and important, and will be relied on by Chartiers Valley School District in awarding the contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from Chartiers Valley School District of true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
(Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

END OF DOCUMENT

DRAFT





# AIA® Document A101® – 2017

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

**AGREEMENT** made as of the    day of    in the year Two Thousand Twenty-One  
*(In words, indicate day, month and year.)*

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

Chartiers Valley School District  
2030 Swallow Hill Road  
Pittsburgh, PA 15220

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

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

Kitchen Make-up Unit Replacement and Reprographics Room HVAC  
Chartiers Valley High School  
50 Thoms Run Road  
Bridgeville, PA 15017

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

Thomas & Williamson Program Management  
3270 Babcock Blvd.  
Pittsburgh, PA 15237

Consultant:  
BDA Engineering, Inc  
395 E. Waterfront Drive #200  
West Homestead, PA 15120

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

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

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

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

## TABLE OF ARTICLES

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

### EXHIBIT A INSURANCE AND BONDS

#### ARTICLE 1 THE CONTRACT DOCUMENTS

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

#### ARTICLE 2 THE WORK OF THIS CONTRACT

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

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

The work performed in this Contract shall commence on the date stipulated in the Notice to Proceed.

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

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

#### § 3.3 Substantial Completion

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

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

Init.

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

[ ] By the following date:

The Contractor shall achieve Substantial Completion of the entire Work no later than the date established on the Preliminary CPM Construction Schedule (013216).

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

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

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

#### ARTICLE 4 CONTRACT SUM

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

#### § 4.2 Alternates

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

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

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

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

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

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

Not Applicable

#### § 4.4 Unit prices, if any:

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

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

#### § 4.5 Liquidated damages, if any:

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

Refer to Document 007300 – Supplemental Conditions to the Contract 8.2.4 for Liquidated Damages Provisions.

#### § 4.6 Other:

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

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

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

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

From the last Tuesday of the preceding month to the last Tuesday of the current month.

§ 5.1.3 Provided that an Application for Payment is received by the Engineer not later than the Twentieth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Engineer after the application date fixed above, payment of the amount certified shall be made by the Owner not later than sixty-one (61) days after the Engineer receives the Application for Payment.

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

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

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

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

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

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-2017;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing less retainage of Ten percent (10%); and
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 **Subtract amounts, if any, for which the Engineer has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.**

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Engineer has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Engineer may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

Init.

## § 5.1.7 Retainage

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

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

§ 5.1.7.1.1 The following items are not subject to retainage:

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

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

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

At the time the Work is fifty percent (50%) complete, the Owner may elect to pay half of the retainage previously held and thereafter, the Owner may elect to pay ninety-five percent (95%) of the amount due to the Contractor on account of progress payments until Substantial Completion. The full Contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Owner, or Engineer or if the Surety withholds its Consent or for other good and sufficient reasons.

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

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

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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

## § 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Engineer.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Engineer's final Certificate for Payment, or as follows:

Per Document 007216 - General Conditions of the Contract for Construction and Document 007300 – Supplementary Conditions to the Contract.

## § 5.3 Interest

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

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

%

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

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

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

### § 6.2 Binding Dispute Resolution

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

*(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

Per Document 007300 - Supplementary General Conditions Article 15.

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

## ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017 and in Document 007300 – Supplementary General Conditions Article 14.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

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

Dr. Johannah Vanatta  
Chartiers Valley School District  
2030 Swallow Hill Road  
Pittsburgh, PA 15220

Init.

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:01:58 ET on 02/04/2021 under Order No.1896428759 which expires on 01/16/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

User Notes:

(2021224278)

§ 8.3 The Contractor's representative:  
(Name, address, email address, and other information)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

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

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

§ 8.7 Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

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

- .5 Drawings

Number	Title
Refer to Exhibit 'C'	Document 000115 Project Manual Table of Drawings
Refer to Exhibit 'D'	Document 000115.1 Project Manual Table of Drawings - Addendumized

- .6 Specifications

Section	Title
Refer to Exhibit 'A'	Document 000110 Project Manual Table of Contents
Refer to Exhibit 'B'	Document 000110.1 Project Manual Table of Contents - Addendumized

Init.

/

.7 Addenda, if any:

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

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

.8 Other Exhibits:

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

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

The Sustainability Plan:

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

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
007300	Supplementary Conditions of the Contract		1 -
007346	Prevailing Wage Determination Schedule		1
	Prevailing Wages Project Rates		1 - 9
	Pennsylvania Prevailing Wages Act		1 - 7
	Regulations for Pennsylvania Prevailing Wage Act		1 - 10
	Weekly Payroll Certification for Public Works Projects		1 - 2
	The Apprenticeship and Training Act		1 - 4
	Regulations Governing Apprenticeship and Training Programs		1 - 26
	Public Works Employment Verification Act		1 - 35
	Public Works Employment Verification Form		1
007373	Pennsylvania Statutory Requirements		1 - 13

.9 Other documents, if any, listed below:

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

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

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

Init.



DOCUMENT 006276  
ASSIGNMENT OF RIGHTS

For value received, the undersigned, having authority to execute this assignment, does hereby assign and transfer to Chartiers Valley School District, the rights to file a petition for sales and use tax which may be refunded with regards to the following contract.

The undersigned further agrees that the Contractor will not file a claim for refund for any sales and use tax which is the subject of this assignment.

\_\_\_\_\_ Date \_\_\_\_\_ (Signature)  
CORPORATE \_\_\_\_\_ (Title)  
SEAL \_\_\_\_\_ (Signature)  
\_\_\_\_\_ (Title)  
\_\_\_\_\_ (Company Name)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.  
\_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before  
me \_\_\_\_\_, the undersigned officer, personally  
(Notary Official)  
appeared \_\_\_\_\_  
(Company Representative)

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are  
subscribed to the within instrument, and acknowledged that he/she executed the  
same for the purpose herein contained.

IN THE WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_ My Commission Expires:

END OF DOCUMENT



# AIA® Document A201® – 2017

## General Conditions of the Contract for Construction

**for the following PROJECT:**

*(Name and location or address)*

Kitchen Make-up Unit Replacement  
Chartiers Valley High School  
50 Thoms Run Road  
Bridgeville, PA 15017

**THE OWNER:**

*(Name, legal status and address)*

Chartiers Valley School District  
2030 Swallow Hill Road  
Pittsburgh, PA 15220

**THE ENGINEER:**

*(Name, legal status and address)*

Thomas & Williamson Program Management  
3270 Babcock Blvd.  
Pittsburgh, PA 15237

**Consultant:**

BDA Engineering, Inc.  
395 E. Waterfront Drive #200  
West Homestead, PA 15120

**TABLE OF ARTICLES**

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS

**ADDITIONS AND DELETIONS:**

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

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

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

Init.

/

12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS
14	TERMINATION OR SUSPENSION OF THE CONTRACT
15	CLAIMS AND DISPUTES



DRAFT

Init.

/

## INDEX

(Topics and numbers in bold are Section headings.)

### Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

### Access to Work

**3.16**, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

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

10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

### Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

### Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

### Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

### Allowances

**3.8**

### Applications for Payment

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

Approvals

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

3.12.10.1, 4.2.7, 9.3.2, 13.4.1

### Arbitration

8.3.1, 15.3.2, **15.4**

## ARCHITECT

**4**

Architect, Definition of

### 4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,  
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,  
13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3,  
4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2,  
9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,  
7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,  
13.4.2, 15.2

Architect's Inspections

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

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,  
3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,  
3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,  
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

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

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

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

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

### Award of Subcontracts and Other Contracts for Portions of the Work

**5.2**

### Basic Definitions

**1.1**

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,  
15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

### Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

### Building Information Models Use and Reliance

**1.8**

Building Permit

3.7.1

### Capitalization

**1.3**

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Init.

/

## **Certificates for Payment**

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval  
13.4.4

Certificates of Insurance  
9.10.2

## **Change Orders**

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

**Change Orders**, Definition of  
**7.2.1**

## **CHANGES IN THE WORK**

2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

**Claims**, Definition of  
**15.1.1**

Claims, Notice of  
1.6.2, 15.1.3

## **CLAIMS AND DISPUTES**

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4  
Claims and Timely Assertion of Claims  
15.4.1

## **Claims for Additional Cost**

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

## **Claims for Additional Time**

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**

## **Concealed or Unknown Conditions, Claims for** **3.7.4**

Claims for Damages  
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration  
15.4.1

## **Cleaning Up** **3.15**, 6.3

Commencement of the Work, Conditions Relating to  
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**

## **Commencement of the Work**, Definition of **8.1.2**

## **Communications** 3.9.1, **4.2.4**

Completion, Conditions Relating to  
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

## **COMPLETION, PAYMENTS AND** **9**

Completion, Substantial  
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2  
Compliance with Laws  
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions  
3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract  
1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

## **Consolidation or Joinder**

### **15.4.4**

## **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

1.1.4, **6**

**Construction Change Directive**, Definition of  
**7.3.1**

## **Construction Change Directives**

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Schedules, Contractor's  
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

## **Contingent Assignment of Subcontracts** **5.4**, 14.2.2.2

## **Continuing Contract Performance** **15.1.4**

**Contract**, Definition of  
**1.1.2**

## **CONTRACT, TERMINATION OR SUSPENSION OF THE**

5.4.1.1, 5.4.2, 11.5, **14**

Contract Administration  
3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to  
3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of  
1.5.2, 2.3.6, 5.3

**Contract Documents**, Definition of  
**1.1.1**

## **Contract Sum**

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**

**Contract Sum**, Definition of  
**9.1**

## **Contract Time**

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

**Contract Time**, Definition of  
8.1.1

## **CONTRACTOR**

### **3**

Contractor, Definition of

### **3.1**, **6.1.2**

**Contractor's Construction and Submittal Schedules**  
**3.10**, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Contractor's Employees  
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,  
10.3, 11.3, 14.1, 14.2.1.1

## **Contractor's Liability Insurance**

### **11.1**

Contractor's Relationship with Separate Contractors  
and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7,  
9.10.2, 11.2, 11.3, 11.4

Contractor's Relationship with the Architect

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,  
3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2,  
7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3,  
11.3, 12, 13.4, 15.1.3, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the  
Work

3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

2.2.2, 9.7

Contractor's Right to Terminate the Contract

14.1

Contractor's Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2,  
9.8.3, 9.9.1, 9.10.2, 9.10.3

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction

Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,  
7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.3.6, 3.11

Copyrights

1.5, **3.17**

Correction of Work

2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3,  
15.1.3.1, 15.1.3.2, 15.2.1

**Correlation and Intent of the Contract Documents**

**1.2**

**Cost**, Definition of

**7.3.4**

Costs

2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3,  
7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2,  
12.1.2, 12.2.1, 12.2.4, 13.4, 14

**Cutting and Patching**

**3.14**, 6.2.5

Damage to Construction of Owner or Separate  
Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2,  
11.3, 14.2.4, 15.1.7

Damages for Delay

6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

**Date of Commencement of the Work**, Definition of

**8.1.2**

**Date of Substantial Completion**, Definition of

**8.1.3**

**Day**, Definition of

**8.1.4**

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4,  
7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2,  
14.2.2, 14.2.4, 15.1, 15.2

**Decisions to Withhold Certification**

9.4.1, **9.5**, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance,  
Rejection and Correction of

2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3,  
9.10.4, 12.2.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1,  
6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

**Delays and Extensions of Time**

**3.2**, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**,  
10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5

**Digital Data Use and Transmission**

**1.7**

Disputes

6.3, 7.3.9, 15.1, 15.2

**Documents and Samples at the Site**

**3.11**

**Drawings**, Definition of

**1.1.5**

Drawings and Specifications, Use and Ownership of

3.11

Effective Date of Insurance

8.2.2

**Emergencies**

**10.4**, 14.1.1.2, **15.1.5**

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,  
10.3.3, 11.3, 14.1, 14.2.1.1

Equipment, Labor, or Materials

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3,  
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work

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

Init.

/

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

#### **Failure of Payment**

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

#### **Faulty Work**

(See Defective or Nonconforming Work)

#### **Final Completion and Final Payment**

4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

#### **Financial Arrangements, Owner's**

2.2.1, 13.2.2, 14.1.1.4

### **GENERAL PROVISIONS**

#### **1**

#### **Governing Law**

##### **13.1**

Guarantees (See Warranty)

#### **Hazardous Materials and Substances**

10.2.4, **10.3**

Identification of Subcontractors and Suppliers

5.2.1

#### **Indemnification**

3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

#### **Information and Services Required of the Owner**

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,

9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,

14.1.1.4, 14.1.4, 15.1.4

#### **Initial Decision**

##### **15.2**

#### **Initial Decision Maker, Definition of**

1.1.8

Initial Decision Maker, Decisions

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

#### **Injury or Damage to Person or Property**

**10.2.8**, 10.4

#### **Inspections**

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,

9.9.2, 9.10.1, 12.2.1, 13.4

#### **Instructions to Bidders**

1.1.1

Instructions to the Contractor

3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

#### **Instruments of Service, Definition of**

##### **1.1.7**

#### **Insurance**

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

Insurance, Notice of Cancellation or Expiration

11.1.4, 11.2.3

#### **Insurance, Contractor's Liability**

##### **11.1**

Insurance, Effective Date of

8.2.2, 14.4.2

#### **Insurance, Owner's Liability**

##### **11.2**

#### **Insurance, Property**

**10.2.5**, 11.2, 11.4, 11.5

#### **Insurance, Stored Materials**

9.3.2

### **INSURANCE AND BONDS**

#### **11**

Insurance Companies, Consent to Partial Occupancy

9.9.1

Insured loss, Adjustment and Settlement of

11.5

Intent of the Contract Documents

1.2.1, 4.2.7, 4.2.12, 4.2.13

#### **Interest**

##### **13.5**

#### **Interpretation**

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

Interpretations, Written

4.2.11, 4.2.12

Judgment on Final Award

15.4.2

#### **Labor and Materials, Equipment**

1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,

10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes

8.3.1

Laws and Regulations

1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,

9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,

15.4

Liens

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

Limitations, Statutes of

12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability

3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,

4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,

11.3, 12.2.5, 13.3.1

Limitations of Time

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,

5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,

9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,

15.1.2, 15.1.3, 15.1.5

#### **Materials, Hazardous**

**10.2.4**, **10.3**

Materials, Labor, Equipment and

1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,

10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and

Procedures of Construction

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien

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

#### **Mediation**

8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1,

15.4.1.1

#### **Minor Changes in the Work**

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

Init.

/

## MISCELLANEOUS PROVISIONS

### 13

#### Modifications, Definition of

##### 1.1.1

#### Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

#### Mutual Responsibility

### 6.2

#### Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of  
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

#### Notice

**1.6**, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

#### Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

#### Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

#### Notice of Testing and Inspections

13.4.1, 13.4.2

#### Observations, Contractor's

3.2, 3.7.4

#### Occupancy

2.3.1, 9.6.6, 9.8

#### Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

## OWNER

### 2

#### Owner, Definition of

##### 2.1.1

#### Owner, Evidence of Financial Arrangements

**2.2**, 13.2.2, 14.1.1.4

#### Owner, Information and Services Required of the

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

#### Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

#### Owner's Insurance

### 11.2

#### Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

#### Owner's Right to Carry Out the Work

**2.5**, 14.2.2

#### Owner's Right to Clean Up

### 6.3

#### Owner's Right to Perform Construction and to Award Separate Contracts

### 6.1

#### Owner's Right to Stop the Work

### 2.4

#### Owner's Right to Suspend the Work

14.3

#### Owner's Right to Terminate the Contract

14.2, 14.4

#### Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

#### Partial Occupancy or Use

9.6.6, **9.9**

#### Patching, Cutting and

**3.14**, 6.2.5

#### Patents

3.17

#### Payment, Applications for

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

#### Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

#### Payment, Failure of

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

#### Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

#### Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

#### Payments, Progress

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

## PAYMENTS AND COMPLETION

### 9

#### Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2  
PCB

10.3.1

#### Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

#### Permits, Fees, Notices and Compliance with Laws

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

## PERSONS AND PROPERTY, PROTECTION OF

### 10

#### Polychlorinated Biphenyl

10.3.1

#### Product Data, Definition of

### 3.12.2

#### Product Data and Samples, Shop Drawings

3.11, **3.12**, 4.2.7

#### Progress and Completion

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

#### Progress Payments

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Init.

/



**Project, Definition of**  
**1.1.4**  
Project Representatives  
4.2.10  
**Property Insurance**  
10.2.5, **11.2**  
**Proposal Requirements**  
1.1.1  
**PROTECTION OF PERSONS AND PROPERTY**  
**10**  
Regulations and Laws  
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,  
10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4  
Rejection of Work  
4.2.6, 12.2.1  
Releases and Waivers of Liens  
9.3.1, 9.10.2  
Representations  
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1  
Representatives  
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1  
Responsibility for Those Performing the Work  
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10  
Retainage  
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3  
**Review of Contract Documents and Field**  
**Conditions by Contractor**  
**3.2**, 3.12.7, 6.1.3  
Review of Contractor's Submittals by Owner and  
Architect  
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2  
Review of Shop Drawings, Product Data and Samples  
by Contractor  
3.12  
**Rights and Remedies**  
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,  
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,  
12.2.4, **13.3**, 14, 15.4  
**Royalties, Patents and Copyrights**  
**3.17**  
Rules and Notices for Arbitration  
15.4.1  
**Safety of Persons and Property**  
**10.2**, 10.4  
**Safety Precautions and Programs**  
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4  
**Samples, Definition of**  
**3.12.3**  
**Samples, Shop Drawings, Product Data and**  
3.11, **3.12**, 4.2.7  
**Samples at the Site, Documents and**  
**3.11**  
**Schedule of Values**  
**9.2**, 9.3.1  
Schedules, Construction  
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors  
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2  
**Separate Contractors, Definition of**  
**6.1.1**  
**Shop Drawings, Definition of**  
**3.12.1**  
**Shop Drawings, Product Data and Samples**  
3.11, **3.12**, 4.2.7  
**Site, Use of**  
**3.13**, 6.1.1, 6.2.1  
Site Inspections  
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4  
Site Visits, Architect's  
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4  
Special Inspections and Testing  
4.2.6, 12.2.1, 13.4  
**Specifications, Definition of**  
**1.1.6**  
**Specifications**  
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14  
Statute of Limitations  
15.1.2, 15.4.1.1  
Stopping the Work  
2.2.2, 2.4, 9.7, 10.3, 14.1  
Stored Materials  
6.2.1, 9.3.2, 10.2.1.2, 10.2.4  
**Subcontractor, Definition of**  
**5.1.1**  
**SUBCONTRACTORS**  
**5**  
Subcontractors, Work by  
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,  
9.6.7  
**Subcontractual Relations**  
**5.3**, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1  
Submittals  
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8,  
9.9.1, 9.10.2, 9.10.3  
Submittal Schedule  
3.10.2, 3.12.5, 4.2.7  
**Subrogation, Waivers of**  
6.1.1, **11.3**  
**Substances, Hazardous**  
**10.3**  
**Substantial Completion**  
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2,  
15.1.2  
**Substantial Completion, Definition of**  
**9.8.1**  
Substitution of Subcontractors  
5.2.3, 5.2.4  
Substitution of Architect  
2.3.3  
Substitutions of Materials  
3.4.2, 3.5, 7.3.8  
**Sub-subcontractor, Definition of**  
**5.1.2**

Init.

/

Subsurface Conditions

3.7.4

**Successors and Assigns**

**13.2**

**Superintendent**

3.9, 10.2.6

**Supervision and Construction Procedures**

1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

Surety

5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7

Surety, Consent of

9.8.5, 9.10.2, 9.10.3

Surveys

1.1.7, 2.3.4

**Suspension by the Owner for Convenience**

**14.3**

Suspension of the Work

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

**Taxes**

3.6, 3.8.2.1, 7.3.4.4

**Termination by the Contractor**

**14.1**, 15.1.7

**Termination by the Owner for Cause**

5.4.1.1, **14.2**, 15.1.7

**Termination by the Owner for Convenience**

**14.4**

Termination of the Architect

2.3.3

Termination of the Contractor Employment

14.2.2

**TERMINATION OR SUSPENSION OF THE CONTRACT**

**14**

**Tests and Inspections**

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**

**TIME**

**8**

**Time, Delays and Extensions of**

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4

**Time Limits on Claims**

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

**UNCOVERING AND CORRECTION OF WORK**

**12**

**Uncovering of Work**

**12.1**

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

**Use of Site**

**3.13**, 6.1.1, 6.2.1

**Values, Schedule of**

**9.2**, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, **15.1.7**

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

**Waivers of Subrogation**

6.1.1, **11.3**

**Warranty**

**3.5**, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2

Weather Delays

8.3, 15.1.6.2

**Work, Definition of**

**1.1.3**

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### **§ 1.1.2 The Contract**

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

#### **§ 1.1.3 The Work**

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

#### **§ 1.1.4 The Project**

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

#### **§ 1.1.5 The Drawings**

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

#### **§ 1.1.6 The Specifications**

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

#### **§ 1.1.7 Instruments of Service**

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

#### **§ 1.1.8 Initial Decision Maker**

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

### **§ 1.2 Correlation and Intent of the Contract Documents**

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

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

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

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

### § 1.3 Capitalization

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

### § 1.4 Interpretation

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

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

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

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

### § 1.6 Notice

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

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

### § 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

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

**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### **§ 2.2 Evidence of the Owner's Financial Arrangements**

**§ 2.2.1** Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### **§ 2.3 Information and Services Required of the Owner**

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

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

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

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

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

#### § 2.4 Owner's Right to Stop the Work

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

#### § 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

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

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

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

#### § 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

### § 3.3 Supervision and Construction Procedures

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

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

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

### § 3.4 Labor and Materials

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

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

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

### § 3.5 Warranty

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

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

### § 3.6 Taxes

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

### § 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

### § 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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



### § 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

### § 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

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

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### § 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### § 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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

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

### **§ 3.13 Use of Site**

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

### **§ 3.14 Cutting and Patching**

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

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

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

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

### **§ 3.16 Access to Work**

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

### **§ 3.17 Royalties, Patents and Copyrights**

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

### § 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

## ARTICLE 4 ARCHITECT

### § 4.1 General

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

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

### § 4.2 Administration of the Contract

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

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

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

### § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

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

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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

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

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

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

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

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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

### § 5.3 Subcontractual Relations

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

### § 5.4 Contingent Assignment of Subcontracts

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

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

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

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

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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

### § 6.2 Mutual Responsibility

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

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

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

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

Init.

/

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

### § 6.3 Owner's Right to Clean Up

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

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

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

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

### § 7.2 Change Orders

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

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

### § 7.3 Construction Change Directives

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

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

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

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

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



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

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

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

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

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

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

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

#### § 7.4 Minor Changes in the Work

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

### ARTICLE 8 TIME

#### § 8.1 Definitions

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

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

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

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

## § 8.2 Progress and Completion

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

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

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

## § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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

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

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

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

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

### § 9.2 Schedule of Values

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

### § 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

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

Init.

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

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

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

#### § 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

#### § 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

Init.

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

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

## § 9.6 Progress Payments

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

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

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

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

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

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

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

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

## § 9.7 Failure of Payment

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

## § 9.8 Substantial Completion

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

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

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

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

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

## § 9.9 Partial Occupancy or Use

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

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

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

#### § 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

### ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

#### § 10.1 Safety Precautions and Programs

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

#### § 10.2 Safety of Persons and Property

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

Init.

/

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

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

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

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

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

#### § 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### § 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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

#### § 10.4 Emergencies

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

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or



expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## **§ 11.2 Owner's Insurance**

**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

## **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

#### **§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

#### **§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 Uncovering of Work**

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

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

#### **§ 12.2 Correction of Work**

##### **§ 12.2.1 Before Substantial Completion**

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

##### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any 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 notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during

that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

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

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 Acceptance of Nonconforming Work

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### § 13.2 Successors and Assigns

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

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

### § 13.3 Rights and Remedies

§ 13.3.1 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.

§ 13.3.2 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 upon in writing.

## § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

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

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

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

## § 13.5 Interest

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

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

#### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

#### § 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### § 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;

- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

#### § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

#### § 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

#### § 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

#### § 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

#### § 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### § 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

### § 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### § 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### § 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.



§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

DRAFT

DOCUMENT 007300  
SUPPLEMENTARY CONDITIONS TO THE CONTRACT

This Document contains supplements modifying DOCUMENT 007216, 'GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION', AIA Document A201 – 2017 Edition. Where any part of the General Conditions is modified, voided, or deleted by these SUPPLEMENTARY CONDITIONS, the unaltered portions of the GENERAL CONDITIONS shall remain in effect.

TABLE OF CONTENTS TO STANDARD ARTICLES AMENDED BY SUPPLEMENTARY CONDITIONS

ARTICLE 1 GENERAL PROVISIONS

- 1.1 Basic Definitions
- 1.2 Correlation and Intent of the Contract Documents
- 1.7 Digital Data Use and Transmission
- 1.8 Building Information Models Use and Reliance

ARTICLE 2 OWNER

- 2.2 Evidence of the Owner's Financial Arrangements
- 2.3 Information and Services Required of the Owner
- 2.4 Owner's Right to Stop the Work
- 2.5 Owner's Right to Carry Out the Work

ARTICLE 3 CONTRACTOR

- 3.2 Review of Contract Documents and Field Conditions by Contractor
- 3.3 Supervision and Construction Procedures
- 3.4 Labor and Materials
- 3.5 Warranty
- 3.6 Taxes
- 3.7 Permits, Fees, Notices, and Compliance with Laws
- 3.8 Allowances
- 3.9 Superintendent
- 3.10 Contractor's Construction and Submittal Schedules
- 3.12 Shop Drawings, Product Data and Samples
- 3.15 Cleaning Up
- 3.18 Indemnification

ARTICLE 4 ENGINEER

- 4.2 Administration of the Contract

ARTICLE 5 SUBCONTRACTORS

- 5.2 Awards of Subcontracts and Other Contracts for Portions of the Work
- 5.4 Contingent Assignment of Subcontracts
- 5.5 Payments to Subcontractors by the Contractor
- 5.6 Payments to the Subcontractors by the Owner

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPERATE CONTRACTORS

- 6.1 Owner's Right to Perform Construction and to Award Other Separate Contracts
- 6.2 Mutual Responsibility

ARTICLE 7 CHANGES IN THE WORK

- 7.2 Change Orders

- 7.3 Construction Change Directives
- 7.4 Minor Changes in the Work

ARTICLE 8 TIME

- 8.2 Progress and Completion
- 8.3 Delays and Extensions of Time

ARTICLE 9 PAYMENTS AND COMPLETION

- 9.1 Contract Sum
- 9.2 Schedule of Values
- 9.3 Applications for Payment
- 9.5 Decisions to Withhold Certification
- 9.6 Progress Payments
- 9.7 Failure of Payment
- 9.8 Substantial Completion
- 9.9 Partial Occupancy or Use
- 9.10 Final Completion and Final Payment

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

- 10.1 Safety Precautions and Programs
- 10.2 Safety of Persons and Property

ARTICLE 11 INSURANCE AND BONDS

- 11.1 Contractor's Insurance and Bonds
- 11.2 Owner's Insurance
- 11.6 Insurance Carriers

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

- 12.2 Correction of Work

ARTICLE 13 MISCELLANEOUS PROVISIONS

- 13.1 Governing Law
- 13.4 Tests and Inspections
- 13.6 Hold Harmless Clause
- 13.7 Interpretations
- 13.8 Equal Employment Opportunity

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

- 14.1 Termination by the Contractor
- 14.2 Termination by the Owner for Cause

ARTICLE 15 CLAIMS AND DISPUTES

- 15.1 Claims
- 15.2 Initial Decision
- 15.4 Arbitration

## ARTICLE 1    GENERAL PROVISIONS

### **1.1**    **BASIC DEFINITIONS**

#### 1.1.1    THE CONTRACT DOCUMENTS

1.1.1    Delete the last sentence, and insert:

“The Contract Documents shall include Bidding Requirements, including, but not be limited to, Invitation to Bid, Instructions to Bidders, the Contractor’s Bid excluding the unit prices unless otherwise specifically accepted, and Addenda or portions of the Addenda relating to any Bidding Documents. The Contract Documents shall apply to all Prime Contracts and each Prime Contractor is responsible for the content of all.”

#### 1.1.2    THE CONTRACT

1.1.2    Add new Subparagraphs 1.1.2.1 & 1.1.2.2

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

1.1.2.2 Where the Words Architect or Architect’s is written in the General Conditions, Supplemental General Conditions, Contract or any other Bidding or Contract Documents they shall be replaced with the Words Engineer or Engineer’s.

#### 1.1.3    THE WORK

1.1.3    Add new Subparagraphs 1.1.3.1:

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

#### 1.1.5    THE DRAWINGS

1.1.5    Add new Subparagraph 1.1.5.1:

1.1.5.1 The Drawings are diagrammatical and show the general arrangement and extent of the work; exact locations and arrangements of parts shall be determined as the work progresses and shall be subject to the Engineers approval. No extra compensation will be allowed due to discrepancies between actual dimensions and those indicated. The right is reserved by the Engineer to make any reasonable change in location of equipment, ductwork and piping prior to roughing in without involving additional expense. Each Contractor shall coordinate their work with the work of others, so that interference between mechanical, electrical and structural work does not occur. Each Contractor shall furnish and install offsets, bends, turns, and the like in connection with their work to avoid interference with work of other Contractors, to conceal work where required, and to secure necessary clearance and access for operation and maintenance.

## 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

### 1.2.1 Add new Subparagraphs 1.2.1.2 through 1.2.1.5:

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

1.2.1.3 If a minor change in the work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure for the approval by the Engineer before making the change.

1.2.1.4 In the event of inconsistencies between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (1) provide the better quality or greater quantity of work or (2) comply with the more stringent requirement, either, or both, in accordance with the Engineer's interpretation.

1.2.1.5 The following order of precedence shall be followed. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

- .1 The Agreement
- .2 Addenda, those of later date have precedence.
- .3 Supplementary Conditions
- .4 General Conditions
- .5 Division 1 and Summary of the Project, Section 011200: Prime Contract Description.
- .6 Specifications shall govern in case of differences between drawings and specifications.
- .7 Large scale drawings shall supersede smaller scale drawings.
- .8 Dimensions shall govern over scaling of the drawings.
- .9 In case of discrepancies either in dimensions in the drawings or in the specifications, the matter shall be submitted to the Engineer who will promptly make a determination in writing.

### 1.2.2 At the end of the Paragraph, add:

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

### 1.2.2 Add new Subparagraph 1.2.2.1:

1.2.2.1 Sections of Division 1 - General Requirements govern the execution of all sections of the Specifications.

### 1.2.3 Add new Subparagraphs 1.2.3.1 and 1.2.3.2:

1.2.3.1 Except as defined in 1.2.3.2, for the purpose of the Project, the meaning of all words shall be in accord with the definitions given in "Webster's New World College Dictionary, Third Edition, copyright 1997.

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

the Contract Documents. These terms are:

- .1 Indicated: The term "indicated" is a cross-reference to graphics, notes or schedules on drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in Contract Documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used in lieu of "indicated", it is for purpose of helping reader locate cross-reference, and no limitation of location is intended except as specifically noted.
- .2 Directed, Requested, Etc.: Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted", and "permitted" mean "directed by Engineer", "requested by Engineer", etc. However, no such implied meaning will be interpreted to extend Engineer's responsibility into Contractor's area of construction supervision.
- .3 Approve: Where used in conjunction with Engineer's response to submittals, requests, applications, inquiries, reports and claims by Contractor, the meaning of term "approved" will be held to limitations of the Engineer's responsibilities and duties as specified in General and Supplementary Conditions. In no case will "approval by Engineer" be interpreted as a release of Contractor from responsibilities to fulfill requirements of Contract Documents.
- .4 Furnish: Except as otherwise defined in greater detail, the term "furnish" is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, and similar operations, as applicable in each instance.
- .5 Install: Except as otherwise defined in greater detail, the term "install" is used to describe operations at the project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protection, cleaning and similar operations, including the coordination with other Subcontractors as applicable in each instance.
- .6 Relocate: The word "relocate" shall mean "move from the existing location to the new location, installed completely and ready for use" all items noted on the drawings and/or indicated in the specifications.
- .7 Provide: Except as otherwise defined in greater detail, the term "provide" means furnish and install completely and ready for use, as applicable in each instance.
- .8 Coordinate: The term "coordinate" means to cooperate with related trades to furnish and install all connections between the trades in correct sequence, size, and location to create a complete system ready for intended use.
- .9 Verify: The term "verify" means to measure, investigate, review, test, check the accuracy or correctness of and prove by demonstration, evidence, or testimony, the location, size dimension, and condition of an item.
- .10 Regulation: The term "Regulation" includes laws, statutes, ordinances and lawful orders issued by authorities having jurisdiction, as well as rules, conventions and agreements within the construction industry that control performance of the Work, whether they are lawfully imposed by authorities having jurisdiction or not.
- .11 Installer: An "Installer" is an entity engaged by the Contractor, either as an employee, subcontractor or sub-subcontractor for performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform. The term "experienced" when used with the term "Installer" means having a minimum of five years of experience on previous projects similar in size and scope to this project, and familiarity with the precautions required, and having complied with requirements of the authority having jurisdiction.
- .12 Contract Description: List of specification sections, narrative, and contract document references that will be the responsibility of that specific Prime Contractor.
- .13 Prime Contractor: Contractor who will have a contract to perform a specific contract description; referred to as Prime Contractor or just Contractor.

## **1.7 DIGITAL DATA USE AND TRANSMISSION**

1.7 Delete Paragraph 1.7 and insert:

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

## **1.8 BUILDING INFORMATION MODELS USE AND RELIANCE**

1.8 Delete Paragraph 1.8 in its entirety.

## ARTICLE 2    OWNER

### **2.2 EVIDENCE OF THE OWNER’S FINANCIAL ARRANGEMENTS**

2.2.1 Delete Paragraph 2.2.1 in its entirety.

2.2.2 Delete Paragraph 2.2.2 in its entirety.

2.2.3 Delete Paragraph 2.2.3 in its entirety.

2.2.4 Delete Paragraph 2.2.4 in its entirety.

### **2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

2.3.4 Delete Paragraph 2.3.4 in its entirety and insert the following:

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

2.3.6 Delete Paragraph 2.3.6 in its entirety, and insert the following:

“The Contractor will be furnished with electronic media containing the Drawings and

Specifications. The Contractor shall pay the actual cost of reproduction and delivery for all additional documents which it requests by him from the printer. The Contractor should expect some delay in reproduction of additional sets of specifications.”

#### **2.4 OWNER’S RIGHT TO STOP THE WORK**

2.4 At the end of this Paragraph, Add:

“This right shall be in addition to and not in restriction or derogation of the Owner’s rights under Article 14 hereof. The Owner’s right to stop the work shall not relieve the Contractor of any of his responsibilities and obligations under or pursuant to the Contract Documents.”

#### **2.5 OWNERS RIGHT TO CARRY OUT THE WORK**

2.5 In the first sentence Delete the words "ten-day" and Insert the words "seven-day":

2.5 Insert after the words “Owner’s expense”, the words “including attorneys and accountants’ fees”

2.5 At the end of this Paragraph, Add:

“The right of the Owner to stop the Work pursuant to this Paragraph 2.5.1 shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.”

### **ARTICLE 3     CONTRACTOR**

#### **3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

3.2.1 Insert the following Subparagraph 3.2.1.1 in its entirety:

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

- .1 The Contract Documents are sufficiently complete and detailed for the Contractor to (1) perform the work required to produce the results intended by the Contract Documents and (2) comply with all requirements of the Contract Documents.
- .2 The work required by the Contract Documents, including, without limitation, all construction details, construction means, methods, procedures, and techniques necessary to perform the Work, use of materials, selection of equipment, and requirements of product manufacturers are consistent with (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to work; (3) requirements of any warranties applicable to the Work; and (4) all laws, ordinances, regulations, rules, and orders which bear upon the Contractor’s performance of the Work.

3.2.2 Delete subparagraph 3.2.2 and substitute the following:

“The Contractor hereby specifically acknowledges and declares that the Contract Documents are full and complete, are sufficient to have enabled it to determine the cost of the Work, and that the Drawings, the Specifications, and all addenda are sufficient to enable the Contractor to construct the Work outlined therein in accordance with applicable laws, statutes, ordinances, building codes, and regulations, and otherwise to fulfill all of its obligations under the Contract Documents.”

3.2.3 Delete subparagraph 3.2.3 and substitute the following:

“It shall be the obligation of the Contractor to review the Contract Documents and to determine



and to notify the Owner, the Engineer of any discrepancy between building codes and regulations of which the Contractor has knowledge of should be reasonable able to determine. The Contractor shall not violate any zoning, setback or other requirements applicable by laws, codes and ordinances, or of any recorded covenants of which the Contractor has knowledge. If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, rules or regulations, the Contractor promptly shall notify the Engineer in writing and necessary changes shall be accomplished by appropriate modification.”

### **3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

3.3.1 Delete Paragraph 3.3.1 in its entirety and insert the following:

“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 this Contract, subject to overall coordination of the Owner as provided for in Paragraph 4.2.4.”

3.3.1 Add new Subparagraphs 3.3.1.1 through 3.3.1.3:

3.3.1.1 Each Prime Contractor is to appoint, by written commitment, a single representative on site who has the authority to act on behalf of the Contractor and its Subcontractors and Suppliers.

3.3.1.2 At any time within the construction period, the Owner and Engineer shall have the right, and the authority, to require the replacement of the Prime Contractor’s Project Manager, full time onsite Superintendent, or Foreman.

3.3.1.3 The Owner shall have the authority to direct the Contractor to assign additional supervisory personnel to ensure compliance with the Contract Schedule and quality requirements at no addition to the contract price.

.1 Within the timeframe stipulated in the Notice of intent to Award, the Contractor must include a manpower schedule showing how they intend to complete the work within the allotted time frame. The Manpower Loading Schedule - Document 00470 must show manhours per shift, shifts per day, and days per week.

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

.3 Although these various second level supervision personnel may be reassigned from time to time, each Contractor shall retain one superintendent with full responsibility while performing work on the project.

3.3 Add new Paragraph 3.3.4 through 3.3.6:

3.3.4 After Award of Contract, any claims for additional costs associated with completion of the Work within the durations and prior to the completion dates set forth in the Project CPM Construction Schedule will not be considered. Contractors, requiring shift work, overtime, or premium time, to meet the Contract schedule requirements, should include these costs in their bids. Contractors must recognize that although their work might not require shift, overtime, or premium time work for completion within the stipulated time frame, it may be required in order to allow other Contractors to complete within the time frame. Contractor must allow for these overtime requirements and include the costs necessary to allow the

other Contractors to complete within the specified time. Failure to recognize the extra costs in his bid shall not relieve the Contractor from utilizing shift, overtime, or premium time work in performance of his Contract nor entitle him to additional compensation.

- 3.3.5 Contractors whose failure to perform their Work or whose negligence in performing their Work impacts other contractors, shall be responsible for damages incurred by the other Contractors that are necessary to maintain the Project Schedule.
- 3.3.6 No verbal agreement or conversation with any officer, agent or employee of the Owner or Engineer, either before or after the execution of the contract, shall affect or modify the terms or obligations herein contained. Failure to comply with any or all of the above requirements will not relieve the Contractor from the responsibility of properly estimating the difficulty or cost of successful completion of the work, nor from the responsibility for the faithful performance of the provisions of this contract.

### **3.4 LABOR AND MATERIALS**

3.4.2 Add Sub-Paragraphs 3.4.2.1 and 3.4.2.2 to 3.4.2

#### **3.4.2.1 STANDARD OF QUALITY:**

Names and descriptions of materials and products are specified to establish standards of quality for execution of the Contract and for standards of costs for bidding purposes. It is not the intent to limit the acceptance to any one material or product specified, but rather to name or describe a material or product as the minimum standard that is desired and acceptable. A material or product of lesser quality will not be acceptable and shall not be offered. Where proprietary names are used, whether or not followed by words "or equal", that shall be subject to equals only as approved by the Engineer.

3.4.2.2 After the Contract has been executed, the Owner and the Engineer will consider a formal request for the substitution of products in lieu of those specified only under the conditions set forth in the General Requirements of the Specifications (Division 1). By making requests for substitutions hereunder, the Contractor:

- (a) represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- (b) represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- (c) certifies that the cost data presented is complete and includes all related costs under this Contract but excludes costs under separate contracts, and excludes the Engineer's redesign costs; and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- (d) will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

Notwithstanding the foregoing, the Owner and Engineer specifically reserve the right reject any proposed substitution whenever, in the sole discretion of the Owner and Engineer, acceptance of such substitution would not further the interests of the Owner, including, without limitation, the Owner's interest in uniformity of materials within its various facilities.

3.4.3 At the end of this Paragraph, Add:

"Workers shall not smoke or use tobacco products of any type of the project site in accord with Federal legislation, Title X, P.L. 103-227, Goal 2000, and Educate America Act of 1994."

3.4 Add new Paragraphs 3.4.4 through 3.4.14:

3.4.4 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, if they are not followed by the words "or alternatives of the quality to meet the specifications", then it shall be construed that those names are followed by the words "or alternatives of the quality to meet the specifications". A bid containing an alternative, which does not meet the specifications, may be declared non-responsive. A bid containing an alternative may be accepted but if an award is made to that bidder the bidder will be required to replace any alternatives, which do not meet the specifications.

- 3.4.5 After the Contract has been executed, the Owner and Engineer will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications).
- 3.4.6 By making requests for substitutions based on Paragraph 3.4.4 above, the Contractor:
- .1 Represents that the Contractor has personally investigated the proposed substitute product and determined that is equal or superior in all respects to that specified.
  - .2 Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified.
  - .3 Certifies that the cost data presented is complete and includes all related costs under this Contract except the Engineer's analysis and redesign costs and waives all claims for additional costs related to the substitution when subsequently become apparent.
  - .4 Will coordinate the installation of the accepted substitute making such changes as may be required for the Work to be complete in all respects.
- 3.4.7 No workmen shall be regarded as competent and first class, within the meaning of the 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 district where work is being done.
- 3.4.8 Pennsylvania Wage Rates (Act No. 442 of 1961, P.L. 987, amended by Act 342 of 1963, P.L. 653). If the total project sum exceeds \$25,000.00, this regulation and the general prevailing minimum wage rates, as determined by the Secretary of Labor and Industry which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term, therefore, in the locality in which public work is performed, are made part of this specification.
- 3.4.9 No workmen shall be employed on this work except in accordance with the classifications set forth in the decision of the Secretary of Labor and Industry. If additional or different classifications are necessary, the procedure set forth in Section 7 of the Regulations for Pennsylvania Prevailing Wage Act shall be followed.
- 3.4.10 All workmen employed or working on this work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contractual relationship which may be alleged indirectly, except authorized deductions, the full amounts due at the time worked in the appropriate classification. This Contract does not prohibit payment of more than the general prevailing minimum wage rates as determined by the Secretary of Labor and Industry.
- 3.4.11 Each Contractor and Subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary of Labor and Industry, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. Subcontractors need not post such decision in the same places where they are posted by Contractors. The posted notice of wage rates shall contain the following information:

- .1 Name of Project.
  - .2 Name of Public Body for 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 for their job classification, or if the Contractor or Subcontractor or both are not complying with the Act or the Regulations in any manner whatsoever, they may file a protest in writing with the Secretary of Labor and Industry within three months of the date of the occurrence, objecting to the payment of any Contractor or Subcontractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the public work project. Any workmen paid less than the rate specified in the Contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the Contract, which right of action shall be exercised within six months from the occurrence of the event creating such right.
- 3.4.12 The Contractor and each Subcontractor shall keep accurate records showing the name, craft, classification, number of hours worked per day and actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with work. Such record shall include any deductions from each workman. The record shall be preserved for two years from the date of payment and shall be open at all reasonable hours to the inspection of the public body awarding the Contract and to the Secretary of Labor and Industry or his duly authorized representatives.
- 3.4.13 Apprentices shall be limited to such numbers as shall be in accord 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.
- .1 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.
  - .2 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 earning resulting there from.
  - .3 Each Contractor and each Subcontractor shall file a statement with each Application for Payment 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.
- 3.4.14 Discrimination Prohibited: According to 62 Pa. C.S.A. §3701, the Contractor agrees that:
- .1 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.

- .2 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.
- .3 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.

### **3.5 WARRANTY**

3.5 Add new Paragraphs 3.5.3 and 3.5.4:

- 3.5.3 All materials and workmanship shall be guaranteed for a minimum of two years from date of acceptance, except where a longer period is specified, and each Contractor shall make good without cost of the Owner any defective portion of the work of which he is notified within two years of the date of final payment of contract. Repair or replacement of such defects shall extend to other work damaged thereby. Owner's rights and remedies hereunder shall be in addition to any other rights and remedies which Owner may have pursuant to law or this contract. Owner shall be entitled to all other rights and remedies provided by this contract and by law, in addition to the Warranty rights and remedies set forth in this paragraph.
- 3.5.4 The Contractor shall forward guarantee and warranty registration cards to the manufacturers in the name of the Owner showing date of acceptable substantial completion of the work as the beginning date for guarantee and warranty periods.

### **3.6 TAXES**

3.6 At the end of this Subparagraph, Add:

"The Contractor shall check all materials, equipment, and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under the agreement and shall further execute Document 007374, at the request of the Owner. The Owner or its representatives shall be afforded access to all drawings, receipt vouchers, memoranda, and similar data relating to this contract the Contractor shall preserve all such records for a period of three years, or for such longer period as may be required by law after final payment. The Contractor agrees to assign and transfer to the Owner all its rights to sales and use tax which may be refunded as a result of this claim, or a claim for refund for materials purchased in connection with this contract. The Contractor further agrees it will not file a claim for refunds or any sales or use tax which is the subject in full in any contracts with subcontractors".

3.6 Add new Subparagraph 3.6.1 and 3.6.2:

- 3.6.1. At the same time that the application for payment is submitted for certification, all contractors and subcontractors shall provide the Owner with copies of all invoices for all materials, services, and equipment purchased for this project on which Pennsylvania sales tax has been paid. These copies shall be legible and shall be suitable for xerographic reproduction; and these shall be accompanied by Document 007374 - Sales Tax Statement and Certification Form.
- 3.6.2 The Contractor shall pay all wage and occupation taxes as required by local municipality at Project Site.

### **3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS**

3.7.1 Delete Paragraph 3.7.1 in its entirety and insert the following:

"The Owner shall secure and pay for the building permits, the health and environmental impact fees due to water and sewer connections, and the zoning regulation fees and permits. The

Contractor shall assist the Owner in obtaining such approvals. The Contractor shall secure and pay for all other permits and governmental fees, licenses, and inspections necessary for proper execution of and completion of the Contract which are legally required when bids are received, or negotiations concluded.”

3.7.1 Add new Subparagraph 3.7.1.1 and 3.7.1.2:

3.7.1.1 Singular purpose permits shall be the sole responsibility of the Contractor and shall be secured prior to the initial project meeting (i.e., plumbing permit).

3.7.1.2 Add at the end of the First sentence: Contractor shall comply with all requirements Building Owner requirements required in Owners Document Section 10 Construction Guidelines.

3.7.2 Add new subparagraph 3.7.2.1 through 3.7.2.3:

3.7.2.1 On October 26, 1972, House Bill No. 1969 was enacted into law. This Act, No. 247, became effective on November 25, 1972. It requires that bidders on construction contracts for the Commonwealth of Pennsylvania be advised of those provisions of Federal and State statutes, rules, and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources that affect the project on which bids are being received. The Contractor is hereby directed to comply with relevant statutes and regulations.

3.7.2.2 The Contractor shall fully comply with said Act and with each statute, rule and regulation listed which affects the Contract, shall ensure compliance by all Subcontractors under him and shall thoroughly acquaint himself with the terms of the statutes, rules, and regulations in effect at the time of bidding and shall include in his bid price all cost of complying with the terms of the listed statutes, rules and regulations. No separate or additional payment will be made for such compliance. In the event that the statutes, rules and regulations are amended, or if new statutes, rules or regulations become effective, after date of receipt of bids upon receipt of documentation which cause the Contractor to perform additional work, the Owner may issue a Change Order or deviation request setting forth the additional work that must be undertaken. This Change Order or deviation request shall not invalidate the Contract.

3.7.2.3 It is the responsibility of the Contractor to determine what local ordinances, if any, will affect his work. The Contractor shall check for any county, city, borough, or township rules or regulations applicable to the area in which the Project is being constructed and in addition, for any rules or regulations of other organizations having jurisdiction, such as chambers-of-commerce, planning commission, industries, or utility companies who have jurisdiction over lands which the Contractor occupies. Any costs of compliance with local controls shall be included in the prices bid, even though documents of such local controlling agencies are not listed herein.

3.7.3 In the first line after the word “Contractor” add the words, “any of its Subcontractors or any Subcontractor”, and delete the words “knowing it to be”.

3.7.3 Add New Subparagraph 3.7.3.1:

3.7.3.1 It shall be the obligation of the Contractor to review the Contract Documents and to determine and to notify the Owner and the Engineer of any discrepancy between building codes and regulations of which the Contractor has knowledge or should be reasonably able to determine. The Contractor shall not violate any zoning, setback or other requirements of applicable laws, codes and ordinances, or of any recorded covenants of which the Contractor has knowledge. If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, rules or regulations, the Contractor promptly shall notify the Engineer and Owner

in writing, and necessary changes shall be accomplished by appropriate modification.

### **3.8 ALLOWANCES**

3.8 Delete Paragraph 3.8 in its entirety; in accord with Commonwealth of Pennsylvania laws and regulations, no cash allowances are included in the Project Manual and Contract.

### **3.9 SUPERINTENDENT**

3.9.1 In the first line after the words “employ a” insert the words, “full time onsite”.

3.9.1 Add the following to the end of Subparagraph 3.9.1:

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

3.9.2 Delete in its entirety.

3.9 Add Subparagraph 3.9.4:

3.9.4 The Owner has right to reject or require replacement of the Contractor's superintendent or foreman during course of the Project should it be deemed necessary.

### **3.10 CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULES**

3.10.1 Delete Paragraph 3.10.1 in its entirety and insert the following Paragraphs:

“Within the timeframe stipulated in the Notice of Intent to Award Contract, the Contractor shall prepare and submit a Preliminary CPM Construction Schedule to the Engineer, which shall provide for the expeditious and practical execution of the Work in accordance with the Preliminary CPM Schedule, attached in Section 013216 - Schedules and Reports. The Contractor shall assist the Engineer in coordinating the Preliminary CPM Schedule and producing there from the Project CPM Construction Schedule in accord with Section 013216. No Applications for Payment will be accepted until the Contractor has agreed upon the Project CPM Construction Schedule.”

3.10.1 Add following Subparagraphs 3.10.1.1 and 3.10.1.2:

3.10.1.1 During the construction period, the Contractor shall provide weekly to the Owner's Representative a progress update report showing progress during the previous week and any changes to accepted schedule. This will be provided in a format issued by the Owner's Representative.

3.10.1.2 There will be weekly meetings during the construction period for approximately one (1) hour. The Contractor's Superintendent and Project Manager shall attend these meetings and be responsible for interfacing with the overall planning and coordination effort. Meetings may be held more frequently at the discretion of the Owner's Representative.

3.10.2 Delete Paragraph 3.10.2 in its entirety and insert the following Paragraph:

“The Contractor shall follow the submittal schedule provided by the Engineer, promptly after being awarded the Contract and thereafter as updated to maintain the Project CPM Schedule. If the Contractor fails to follow the submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.”

3.10.3 Delete Paragraph 3.10.3 in its entirety and insert the following Paragraph:

"The Contractor's shall cooperate and consult with other prime contractors during the construction of this Project. The Contractor shall schedule and execute his work so as to avoid delay to other contractors. The Contractor is financially responsible to the other prime contractors for undue delay caused by him to other prime contractors on the Project. The Contractor shall defend and hold harmless the Owner and Engineer for any claims, losses or delays of any kind whatsoever made by other contractors arising from delays caused by Contractor."

3.10.4 Add the following Subparagraph 3.10.4:

"The Contractor shall conform to the most recent schedules."

### **3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

3.12.5 Add the following to the end of Subparagraph 3.12.5:

"Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Engineer without action."

### **3.15 CLEANING UP**

3.15.1 At the end of the first sentence, delete the words: "caused by operations under this contract".

3.15.1 After the first sentence, Insert:

"The Contractor shall clean the work areas daily and should the occasion arise that the Engineer must direct the Contractor to clean an area, the Contractor shall do so within 24 hours. Any materials found such as dust, dirt, waster rubbish and other debris that are of unidentifiable origin shall be removed by the General Contractor. If the Contractor fails to clean up the specific area within the allotted time, the Owner may do so immediately, and the cost thereof shall be charged to the Contractor. Refer to Section 015000 and 017700."

### **3.18 INDEMNIFICATION**

3.18.1 Delete Paragraph 3.18.1 in its entirety and insert the following:

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



## ARTICLE 4    ENGINEER

### **4.2    ADMINISTRATION OF THE CONTRACT**

4.2.1    At the beginning of the Paragraph, Add:

“Except as otherwise provided by their agreements with the Owner,”

4.2.2    Add the following Subparagraph 4.2.2.1:

4.2.2.1    The Owner is entitled to withhold payment in an equivalent amount from the Contractor for amounts paid to the Engineer for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

4.2.10    Delete this paragraph in its entirety.

4.2.12    In the fourth line, after the word “and”, Add: “in the absence of negligence”.

## ARTICLE 5    SUBCONTRACTORS

### **5.2    AWARDS OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

5.2.1    Delete the entire Paragraph and Insert the following:

“No later than thirty days subsequent to the full execution of the Agreement, the Contractor shall furnish the Owner and the Engineer, in writing, (1) the name, trade, and subcontract amount for each subcontractor, and (2) the names of all persons or entities proposed as manufacturers of the products identified in the specifications (including those who are to furnish materials or equipment fabricated to a special design) and, where applicable, the name of the installing subcontractor.”

5.2.3    Delete Paragraph in its entirety.

### **5.4    CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

5.4.1    Add new Subparagraph 5.4.1.3:

5.4.1.3    The Contractor agrees upon Owner’s request, to execute whatever instruments Owner may require confirming any such assignment.

5.5    Add new Paragraph 5.5 and Subparagraph 5.5.1:

### **5.5    PAYMENTS TO SUBCONTRACTORS BY THE CONTRACTOR**

5.5.1    The Contractor shall pay each Subcontractor, upon receipt of payment from the Owner, an amount equal to the percentage of completion certified by the Engineer and paid to the Contractor, on account of such Subcontractor’s work, less the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments to Sub-subcontractors. All such payments shall be paid within fourteen (14) days as required by the Pennsylvania Procurement Code.

5.6    Add new Paragraph 5.6 and Subparagraph 5.6.1 through 5.6.4:

### **5.6    PAYMENTS TO SUBCONTRACTORS BY THE OWNER**

5.6.1    If the Owner fails to approve an Application for Payment for a cause which the Owner and Engineer determine is the fault of the Contractor, and not the fault of the particular

Subcontractor, the Owner may pay such Subcontractor directly, less the amount to be retained under his Subcontract. Any amount so paid by the Owner shall be repaid to the Owner by the Contractor in the manner set forth in Paragraph 2.4.

- 5.6.2 If the Contractor fails to make payment which is properly due to a particular Subcontractor, the Owner may pay such Subcontractor directly, less the amount to be retained under his Subcontract. Any amount so paid by the Owner shall be deducted via Change Order from the Contract value.
- 5.6.3 The Owner shall have no obligation to pay, or to see to the payment of, any monies to any Subcontractor. Nothing contained in Paragraph 5.6.1 or 5.6.2 shall be deemed to create any contractual relationship between the Owner and any Subcontractor or to create any rights in any Subcontractor against the Owner.
- 5.6.4 The Contractor shall promptly advise the Owner and Engineer of any claim or demand by a Subcontractor claiming that any amount is due to such Subcontractor or claiming any default by the Contractor in any of its obligations to such Subcontractor.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPERATE CONTRACTORS

### **6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPERATE CONTRACTS**

6.1.1 At the end of this Subparagraph, Add:

"This Project will be performed with multiple Prime Contractors as indicated in Section 011200. The contractors shall be aware that schedule adjustments will be required to coordinate with the Work of their Contract with the Work of other Prime Contractors."

6.1.4 Delete Paragraph 6.1.4 in its entirety.

### **6.2 MUTUAL RESPONSIBILITY**

6.2.4 Delete from the first sentence, first line, the word "wrongfully".

6.2.4 At the end of this Subparagraph, Add:

"The Contractor agrees to indemnify and hold the Owner harmless from any claims or damages brough by separate contractor arising out of actions or omissions of the Contractor or his Subcontractors or suppliers in performing his work under the Contract Documents."

6.2.6 Add new Paragraph 6.2.6 and Subparagraphs 6.2.6.1 and 6.2.6.2:

#### **6.2.6 DISPUTES OR ACTIONS BETWEEN CONTRACTORS**

6.2.6.1 Should the Contractor, either itself or by its subcontractor or subcontractors or their respective agents, servants, or employees, cause damage or injury to the property or work of any Prime Contractor or Contractors, or by failing to perform its Work (including the work of its subcontractor or subcontractors) with due diligence, delay any Prime Contractor or Contractors, which suffer additional expense or damage as a result, the parties involved in such dispute shall settle by agreement or arbitrate said claim, dispute or disputes by referring same to the American Arbitration Association. Said dispute or disputes shall be determined pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The Owner will not be a party to disputes or actions between Prime Contractors or Subcontractors concerning such additional expense or damage. It is agreed by all parties that disputes or actions

between Contractors concerning the additional expense or damage will not delay completion of the work, which shall be continued by the parties, subject to the rights hereinbefore provided. It is agreed by the parties to this Contract (the Owner as promisee and the Contractor as promisor) that the intent of this clause is to benefit the other Prime Contractors on the project or related projects and to serve as an indication of the mutual intent of the Owner and the Contractor that this clause raise such other Prime Contractors to the status of third-party beneficiaries only as to the terms and conditions of Section 6.1.1 and 6.2.1 and Section 6.2.5. The Contractor agrees that Sections 6.1.1 and 6.2.1 and Section 6.2.5 are provided as a benefit to the Contractor and, that they specifically exclude claims against the Owner for delay or other damages.

6.2.6.2 The Contractor agrees that it has and will make no claim for damages against the Owner by reason of any act or failure to act by any other contractor or any act or omission of the Owner or Engineer as to such other contractor, provided that nothing in this Contract shall preclude the Contractor to recover such damages from the other contractor therefor.

## ARTICLE 7    CHANGES IN THE WORK

### **7.2**    **CHANGE ORDERS**

7.2.    Add new Subparagraphs 7.2.2, 7.2.3 and 7.2.4:

7.2.2    Change Order Proposals will not be permitted for work already performed or in-place. Contractors shall provide written notification that additional work is required beyond the project scope. The additional cost for the work must be approved by the Owner and Engineer prior to proceeding.

7.2.3    The Contractor shall provide an itemized breakdown for each proposed change order requested indicating all applicable costs directly attributable to the change. Contractor shall provide a detailed breakdown of its direct cost actually incurred above the prevailing hourly wages paid to each trade that performs work associated with a change order. These would include SSI, Workmen's Compensation UEI. Contractor shall provide when requested proof of its rates paid for workmen's compensation, any other insurances or any other direct cost being charged above the prevailing hourly rate for labor.

7.2.4    The Contractor will be allowed a total of 15% to cover both overhead and profit. In the event that Work is done by a Subcontractor, the Contractor shall be entitled to an allowance of 5% to cover both overhead and profit. Subcontractors shall be entitled to an allowance of 10% to cover both overhead and profit. In the event that equipment is used in the Work, the rental value of such equipment shall be defined as the adjusted monthly Blue Book rental value divided by 163 plus the operating cost.

### **7.3**    **CONSTRUCTION CHANGE DIRECTIVES**

7.3.4    In first sentence, delete words: "a reasonable amount" and insert the words

"an allowance of 15% to cover both overhead and profit. In the event that Work is done by a Subcontractor the Contractor shall be entitled to an allowance of 5% to cover both overhead and profit. Subcontractors shall be entitled to an allowance of 10% to cover both overhead and profit. In the event that equipment is used in the Work the rental value of such equipment shall be defined as the adjusted monthly Blue Book rental value divided by 163 plus the operating cost."

7.3.4.1    At the end of this Subparagraph, Add:

"Cost of the labor shall be determined per the Prevailing Minimum Wage Determination as

predetermined by the secretary of labor and Industry of the Commonwealth of Pennsylvania.”

7.3.4.5 At the end of this Subparagraph, Add:

“The costs will be accepted only if work is performed on overtime hours or if additional supervisory personnel are required to complete the work of the change.”

#### **7.4 MINOR CHANGES IN THE WORK**

7.3 Add new sentence at the end:

“The Contractor shall carry out such written orders promptly.”

### ARTICLE 8    TIME

#### **8.2 PROGRESS AND COMPLETION**

8.2.1 At the end of this Paragraph, Add:

“The dates listed in the Preliminary CPM Schedule are minimum performance dates and the Contractor shall agree to schedule, coordinate, and staff in accord with actual progress of the Work. The Contractor agrees to increase manpower, increase work hours, and to increase equipment necessary to maintain projected progress schedule.”

8.2.3 At the end of this Paragraph, add:

“The Contractor agrees to increase manpower, increase work hours, and to increase equipment necessary to maintain projected progress schedule.”

8.2 Add new Subparagraphs 8.2.4 through 8.2.9:

8.2.4 It is mutually agreed by and between the parties hereto that time shall be an essential part of this contract and that in case of the failure on the part of the Contractor to complete the contract within the time specified and agreed upon, the Owner will be damaged thereby; and the amount of said damages, exclusive of expenses for inspection, superintendence and necessary traveling expenses, being difficult of definite ascertainment and proof, it is hereby agreed that the reasonable amount of such damages shall be **\$1,200.00** for every calendar days delay per each required completion date and phase for each Contract, in finishing the work in excess of the number of days prescribed in the Preliminary CPM Schedule and the Project CPM Construction Schedule. The Contractor hereby agrees that said sum shall be deducted from monies due the Contractor under the Contract or if no money is due the Contractor, the Contractor hereby agrees to pay to the Owner as liquidated damages, and not by way of penalty, such total sum as shall be due for such delay.

8.2.4.1 In addition to the Liquidated Damages listed in 8.2.4, the Contractor agrees to pay all associated costs for the Owner as well as other consultants to extend their Contract to remain on the Project due to the failure of the Contractor to complete the Work within the timeframe stipulated in the Project CPM Construction Schedule. Damage to other Contractors that are an extension of this clause, are to be recovered pursuant to Article 6.2 et. seq. of the General Conditions of the Contract and the Supplementary Conditions of the Contract.

- .1 The determinations of costs will be based on the level of completion of the Work by the Contractor.
- .2 Should a single Contractor fail to complete the Project within the timeframe stipulated in the Project CPM Construction Schedule, that sole Contractor shall be responsible for all costs listed in 8.2.4.1.

- .3 Should more than one Contractor fail to complete the Project within the timeframe stipulated in the Project CPM Construction Schedule, the costs will be proportional to the level of the completion of the Work and the value of the Prime Contractor's Contract Sum weighted against the total Project cost of all separate Contracts.

## 8.2.5 APPLICATION OF PROVISIONS

8.2.5.1 Within the timeframe stipulated in the Notice of Intent to Award, the Contractor must present to the Engineer a Proposed CPM Construction Schedule. If shift, premium time, or overtime work must be utilized to permit timely completion, it should be so noted on the preliminary schedule. The cost of the shift, overtime or premium time is to be included in the Contractor's bid price. The cost of all schedule submittals is the responsibility of the Contractor.

8.2.5.2 Using the information provided by the Proposed CPM Schedules prepared by the Contractor, the Engineer will finalize the Project CPM Construction Schedule. Weekly updates of the schedule progress will be provided by the Contractor in a format provided by the Engineer. Look-ahead schedules will be provided by the Engineer to assist the Contractor in planning their work in accord with the Project CPM Construction Schedule.

## 8.2.6 PROGRESS MEETINGS

8.2.6.1 There will be weekly progress meetings during the construction period which will last at least two hours. The Contractor must have its Project Manager in attendance at these meetings and be responsible for interfacing with the overall effort. Meetings may be held more frequently at the discretion of the Engineer.

## 8.2.7 ADHERENCE TO SCHEDULE

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

8.2.7.2 The monthly progress payments will be released after the Contractor reaches or exceeds the status of completion for that month as projected by the Project CPM Construction Schedule.

## 8.2.8 PROCUREMENT SCHEDULE

8.2.8.1 Procurement Schedule Provided on Document 004386 which shows items to be purchased, date of purchase, quoted dates of delivery, current estimated date of delivery, and last date of contact with the vendor. The Contractor shall update the procurement schedule weekly and present it to the Engineer.

## 8.2.9 DAILY REPORTS

8.2.9.1 The Contractor shall submit to the Engineer daily work reports to include manpower by craft and equipment used in each work area completed in a format acceptable to the Engineer. The reports shall be submitted to the Engineer at the end of each day.

## 8.3 DELAYS AND EXTENSIONS OF TIME

8.3 Add new Subparagraph 8.3.1:

- 8.3.1 Delete the words "or of an employee of either, or of a separate contractor employed by the Owner" and the words "or by delay authorized by the Owner pending arbitration" and add the following sentence;

"Where the delay arises from acts, omissions, or defaults of the Contractor or the other Subcontractors and suppliers, then the Contractor will be entitled no extension of time and its sole remedy will be an arbitration proceeding pursuant to Article 6.2.6 of the General Conditions."

- 8.3.1 Add new Subparagraph 8.3.1.1:

8.3.1.1 No such Change Order extending the Contract time shall result in any increased payments to the Contractor for overhead, extended overhead or for any other amounts of any nature.

- 8.3.3 Delete Paragraph 8.3.3 in its entirety and insert the following:

"The Contractor may not rely on any early completion date set out in any schedule developed under this Contract and may not make any delay claims on the basis of such early completion date. In no event shall the Contractor submit a delay claim for the period between the early completion date set out in any schedule developed under the Contract and the final completion date set out in such schedule."

- 8.3. Add new Paragraphs 8.3.4 through 8.3.6:

8.3.4 No payment, compensation or claim for damages shall be made to the Contractor as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work, notwithstanding whether such delays be avoidable or unavoidable. The Contractor's sole remedy for delays shall be an extension of time only, pursuant to and only in accordance with this Paragraph 8.3, such extension to be a period equivalent to the time lost by reason of and all of the aforesaid causes, as determined by the Owner. In consideration for this grant of a time extension, the Owner and/or Engineer shall not be held responsible for any loss or damage or increased costs sustained by the Contractor through any delays caused by the Owner or Engineer or on account of the aforesaid causes or any other cause of delay. In the event the Contractor shall choose to litigate this clause or issue and loses said litigation, the Contractor shall reimburse the Owner and the Engineer for their reasonable attorney's and expert witness fees and all other costs and expenses incurred by them in the litigation.

8.3.5 It shall be recognized by the Contractor that he shall anticipate that as the job progresses, the Owner will be making changes in and updating Construction Schedules pursuant to Paragraph 3.10.2. Therefore, no claim for an increase in the Contract Sum for either acceleration or delay will be allowed for extensions of time pursuant to this paragraph or for other changes in the Construction Schedules which may be experienced in projects of similar size and complexity.

8.3.6 The Contractor is required to submit at any construction conference considering any claim and at any proceeding considering an extension of time, and in all subsequent administrative proceedings, all files, records, and the documents of whatever kind pertaining to the Contractor's performance of the project work, the job budget, the summary of all supporting data worksheets and other documents prepared in connection with the submittal of the Contractor's successful bid.

## ARTICLE 9      PAYMENTS AND COMPLETION

### **9.1      CONTRACT SUM**

- 9.1 Delete from the first sentence the words “including authorized adjustments” and insert “amounts included in fully executed change orders”

## **9.2 SCHEDULE OF VALUES**

- 9.2 Delete Paragraph 9.2 in its entirety and insert a new Paragraph 9.2 as follows:

“Within 15 days after the receipt of the Notice to Proceed, the Contractor shall submit to the Engineer, 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 Engineer may require. This schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor’s Application for Payment.”

## **9.3 APPLICATIONS FOR PAYMENT**

- 9.3.1 At the end of the first sentence delete the words; “schedule of values, if required under Section 9.2,” and insert the words “Contract Documents”.

- 9.3.1 In the first sentence, delete word “ten” and substitute “thirty” and add the following sentence:

“The form of Application for Payment shall be a notarized AIA Document G702, Application and Certificate for Payment, supported by AIA Document G703, Continuation Sheet.”

- 9.3.1.1 At the end of this Subparagraph, Add:

“The Owner may withhold payment on disputed Construction Change Directive amounts.”

- 9.3.1.2 Insert after the word “supplier,”: “because of a dispute or other reason,”

- 9.3.2 Add new Subparagraph 9.3.2.1:

9.3.2.1 The Contractor shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Contract. The accounting practice shall be acceptable to the Owner. The Owner or its representative will have access to all the Contractor’s records, books, correspondence, instruction, drawings, receipts, vouchers, memoranda and similar data relating to this Contract. The Contractor shall preserve all such records for a period of three years, or for a longer period of time as may be required by law, after the final payment.

- 9.3 Add new Subparagraphs 9.3.4 through 9.3.7:

9.3.4 Payments to the contractor will be made monthly for work completed as of the last calendar day of the month provided that all requirements of the Contract have been and are being complied with.

9.3.5 Not later than the day of the month agreed to by all parties concerned, the Contractor shall submit to the Engineer, in quadruplicate (4), itemized Application for Payment, supported to the extent required by the Engineer by receipts or other vouchers, showing payments for materials and labor, payments to Subcontractors and such other evidence of the Contractor’s right to payment as the Engineer may direct. One week prior to the agreed day of the month the Contractor shall provide a draft copy of the payment application to the Engineer for review. The Engineer will advise the Contractor as to whether the application is acceptable or as to what changes shall be required.

9.3.6 The sum or sums withheld by the contracting body from the Contractor after the Contract is 50% completed shall not exceed 5% of the value of completed work based on monthly progress payment requests: provided, that the Contractor maintains completion of the

work in accordance with the Project CPM Schedule and specifications, if the Contractor fails to complete its work in accordance with the Project CPM Schedule and specification after 50% of the work is complete, additional retainage in the sums of one and one – half times the amount of the estimated amount to complete the work or correct the work may be withheld until the Schedule has been recovered and or work is corrected. In the event a dispute arises between the contracting body, which dispute is based upon increased costs claimed by one separate Contractor occasioned by delays or other actions of another separate Contractor, additional retainage in the sums of one and one-half times the amount of any possible liability may be withheld until such time as a final resolution is agreed to by all parties directly or indirectly involved, unless the Contractor causing the additional claim furnished a bond satisfactory to the Owner to indemnify the Owner. However, all such moneys retained by the Owner may be withheld from the Contractor until Final Completion of the Contract.

9.3.7 Final Payment of any amount so withheld for the completion of the minor items shall be paid for upon completion of the items in the certificate of the Engineer.

## **9.5 DECISIONS TO WITHHOLD CERTIFICATION**

9.5.1 Add Subparagraph 9.5.1.8:

.8 Failure to comply with government statutes, regulations and laws.

9.5 Add new Subparagraph 9.5.5:

9.5.5 If the Contractor disputes any determination by the Engineer or Owner with regard to any Certificate of Payment, the Contractor nevertheless shall continue to prosecute the Work.

## **9.6 PROGRESS PAYMENTS**

9.6.1 At the end of this Paragraph, Add:

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

9.6.2 Add new Subparagraph 9.6.2.1:

9.6.2.1 The Contractor shall, at the request of the Owner or Engineer, prior to the submission of an Application for Payment, submit an affidavit signed by some or all of the Contractor's Sub Contractors that they have been paid for their portion from previous Applications for Payment.

9.6.7 Delete 9.6.7 in its entirety.

## **9.7 FAILURE OF PAYMENT**

9.7 In the first sentence, at the first occurrence of the word “seven”; change “seven” to “twenty-one”.

9.7 Delete the last sentence in its entirety.

## **9.8 SUBSTANTIAL COMPLETION**

9.8.1 In the first sentence, after the word “complete”; insert a comma and add the following “including the Contractor's notification of Substantial Completion, requesting inspection for Punch List and the receipt of the Engineer's Punch List, . . .”



9.8.1 Add new Subparagraph 9.8.1.1:

9.8.1.1 The date of Substantial Completion will be established after receipt of the Contractor's Notification for Substantial Completion inspection and the Engineer's and Owner's inspection of the Project.

9.8.3 Remove the word "another" and insert the "final".

## **9.9 PARTIAL OCCUPANCY OR USE**

9.9 Add Subparagraphs 9.9.4 and 9.9.5:

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

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

## **9.10 FINAL COMPLETION AND FINAL PAYMENT**

9.10.1 Add sentence to 9.10.1.1 and Add Subparagraph 9.10.1.2:

9.10.1.1 If more than one inspection for Final Completion is required, the Contractor will be billed and responsible for the professional fees and services of the Engineer and Owner.

9.10.1.2 Following Substantial Completion, in the event the Contractor fails to complete the list of items of the Work instructed by the Engineer to be corrected or completed within 14 days after the date of Substantial Completion, the Owner may (i) exercise any available remedies to correct or complete deficient work or retain a third party to correct or complete such work at the cost of the defaulting Contractor; and (ii) retain and deduct from any payments or retention otherwise due to the defaulting Contractor any fees and expenses for services required to be provided by the Engineer and Owner more than 21 days after the date of Substantial Completion."

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **10.1 SAFETY PRECAUTIONS AND PROGRAMS**

10.1 Add new Subparagraph 10.1.1:

10.1.1 The Contractor shall submit to the Owner its Project Safety and Health Program fully describing the Contractor's commitments for meeting its obligations to provide safe and healthful working conditions for its employees, and generally contribute and enhance safety at the project site. The Contractor's program shall reference federal and state OSHA standards and other rules and regulations applicable to construction activities on the project. The Contractor's project Safety and Health Program shall include, as a minimum, the following:

- .1 New Hire Safety and Orientation Program: Each new or reassigned employee of the Contractor shall receive a thorough safety orientation including employer/employee responsibilities under federal/state OSHA regulations, ear protection in high noise level areas, respiratory protection, Material Safety Data Sheets (MSDS), fire protection, first aid facilities, and lock-out procedures on electrical equipment. Attendance at the orientation program meeting is required and records kept on file in the Contractor's office for review.

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

## **10.2 SAFETY OF PERSONS AND PROPERTY**

10.2.2 At the end of this Subparagraph, Add:

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

10.2.3 At the end of this Subparagraph, Add:

"The Contractor shall also be responsible, at the Contractor's sole cost and expense; for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor."

## ARTICLE 11 INSURANCE AND BONDS

### **11.1 CONTRACTOR'S INSURANCE AND BONDS**

11.1.1 At the end of this Paragraph, Add:

"All insurance shall be carried with companies which are financially responsible. If any such insurance is due to expire during the construction period, the Contractor shall not permit the coverage to lapse and shall furnish evidence of continued coverage to the Owner, and the Engineer for record."

11.1.1 Add new Subparagraphs 11.1.1.1 through 11.1.4:

11.1.1.1 Workmen's Compensation including Occupational Disease and Employer's Liability Insurance:

- .a Statutory - Amounts and coverage as required by Commonwealth of Pennsylvania Workmen's Compensation laws.
- .b Employer's Liability at least \$100,000 each accident, \$500,000 disease policy limits, \$100,000 disease each employee.

11.1.1.2 Public Liability including coverage for direct operations, sublet work, personal and advertising injury, bodily injury, property damage with explosion, collapse, and underground hazard coverage (X, C, U) contractual liability, products and completed operations with limits not less than those stated below.

- .a General Aggregate \$2,000,000
- .b Products and Completed Operations Aggregate \$2,000,000
- .c Personal and Advertising Injury \$2,000,000
- .d Each Occurrence \$2,000,000
- .e Products and Completed Operations Insurance shall be maintained for a minimum period of two years after final payment and the Contractor shall continue to provide evidence of such coverage to owner on an annual basis during the aforementioned period.

11.1.1.3 Comprehensive Automobile Liability Insurance including coverage for owned, non-owned, and hired vehicles with limits not less than those stated below.

- .a Bodily Injury and Property Damage Combined

- |    |  |             |
|----|--|-------------|
|    | Each Occurrence  | \$2,000,000 |
| .b | Umbrella Liability policy minimum coverage's to override all liability coverage's. |             |
| .c | HVAC and Electrical  | \$5,000,000 |

11.1.1.4 Include the Owner and Engineer as an additional insured under the Prime Contractor's Public Liability and Umbrella Excess Liability Policies.

11.1.5 Add new Paragraph 11.1.5:

11.1.5 "The Contractor shall submit to the Owner within five days of the Notice of Intent to Award of the Contract, an appropriate Certificate of Insurance which certifies that Contractor is covered by insurance requirements of Article 11.1, Subparagraphs 11.1.2.1 through 11.1.2.5 Certificate of Insurance shall be accompanied by a notarized letter from the Contractor's Insurance Carrier advising the Owner to what degree the aggregate limit has been impaired. Further, the Contractor fully understands that failure to timely submit the Certificate of Insurance shall give the Owner the option to withdraw the award, and forfeit the bidders bid bond."

- .a The Contractor's Certificate of Insurance shall be submitted to the Owner on the standard "Acord" Form.
  - .1 The Contractor shall require the Insurance Company to modify the cancellation reporting policy (as written in the lower right hand of the "Acord" Form) to read as follows:
  - .2 Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will mail 60 days written notice to the certificate holder named to the left, in accord with the requirements of ACT 86 of the Commonwealth of Pennsylvania.
- .b Failure by the insuring company to properly notify the named insured and additional insured shall not relieve the insurer of the insurance obligations and liabilities.

11.1.2 Add Subparagraphs 11.1.2.1:

.1 "The General, Plumbing and Electrical Contractors shall furnish and pay for (1) a Performance Bond in the amount of one hundred percent (100%) of the Contract Price; (2) a Labor and Material Payment Bond in the amount of one hundred percent (100%) of the Contract Price; and (3) a Maintenance Bond for workmanship and materials in an amount not less than ten percent (10%) of the Contract price for a period of one year from the date of acceptance, each with surety acceptable to the Owner and each payable to the Owner"

"The HVAC Contractor shall furnish and pay for (1) a Performance Bond in the amount of one hundred percent (100%) of the Contract Price; (2) a Labor and Material Payment Bond in the amount of one hundred percent (100%) of the Contract Price; and (3) a Maintenance Bond for workmanship and materials in an amount not less than ten percent (10%) of the Contract price for a period of two years from the date of acceptance, each with surety acceptable to the Owner and each payable to the Owner"

- .a The Contractor shall deliver the required bonds to the Owner not later than five days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to The Notice of Intent to Award Contract, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.
- .b The Contractor shall require the attorney-in-fact, who executes the required bonds on behalf of the surety, to affix a certified and current copy of the power of attorney to each of the bonds.

- .c The costs of all bonds furnished hereunder shall be included in the Contract Sum. 11.4.1.4 The Owner shall have the right to waive any bonds required to be provided hereunder, in which event the amount of the premium of any such waived bond shall be deducted from the Contract Sum by appropriate change order.
- .d 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.
- .e If any Surety hereunder makes any assignment for the benefit of creditors or commits any act of bankruptcy, or is declared bankrupt, or files a voluntary petition for bankruptcy or in the reasonable opinion of the Owner is insolvent, the Contractor shall immediately furnish and maintain another Surety satisfactory to the Owner.
- .f If the owner or Contractor is damaged by the failure of the other to purchase or maintain any insurance or bond required by these Contract Documents, without the written consent of the other, then the party failing to so purchase or maintain such insurance or bonds shall pay all costs incurred by the other party, including, but not limited to, reasonable attorney's fees.

**11.2 OWNER'S INSURANCE**

11.2.1 Add new Subparagraph 11.2.1.1:

11.2.1.1 The Owner shall provide the following kinds of insurance for the project:

.a	General Aggregate (Other than Products and Completed Operations)	\$1,000,000
.b	Products and Completed Operations Aggregate	\$1,000,000
.c	Personal and Advertising Injury	\$1,000,000
.d	Each Occurrence	\$1,000,000

11.2.4 Add Paragraph 11.2.4 and Subparagraphs 11.2.4.1 and 11.2.4.2:

**11.2.4 PROPERTY INSURANCE**

- .1 "Owner will provide "all risk" coverage without Change Order, as stipulated, but requires that the Contractor be responsible for the first \$1,000, per occurrence, of any loss under this insurance. No coverage for Contractor's equipment and/or tools will be included."
- .2 "In accord with the provisions of this Article, the Owner hereby notifies the Contractor that he does not intend to carry Property Insurance on construction materials or equipment stored on or off site, or in transit. The Contractor shall supply this coverage. The Owner will provide coverage for alterations and additions to existing structure under the owner's existing policy."

11.6 Add Paragraph 11.6 and Subparagraphs 11.6.1 and 11.6.2:

**11.6 INSURANCE CARRIERS**

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

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

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **12.2 CORRECTION OF WORK**

#### 12.2.1 Add new Subparagraph 12.2.1.1:

12.2.1.1 If prior to the date of Substantial Completion, the Contractor, a Subcontractor or anyone for whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing and other building systems, machinery, equipment or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.2.2.1 In the first sentence, delete the words "one-year" and replace with the words "two-years". In the second sentence delete the words "one-year" and replace with the words "two-years". In the last sentence delete the words "a reasonable time" and insert the words "immediately upon demand"

12.2.2.2 In the first sentence, delete the words "one-year" and replace with the works "two-years".

12.2.2.3 In the first sentence, delete the words "one-year" and replace with the works "two-years".

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **13.1 GOVERNING LAW**

13.1 Delete the last sentence, "If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4."

### **13.4 TESTS AND INSPECTIONS**

13.4.1 In the second sentence, after the word, "costs", add the words:

“,including the cost of retesting for verification of compliance if necessary, until the Engineer certifies that the Work in question does comply with the requirements of the Contract Documents, and all such costs shall not be included in computing the Contract Sum...”.

13.6 Add Paragraph 13.6 and Subparagraph 13.6.1:

### **13.6 HOLD HARMLESS CLAUSE**

13.6.1 To the fullest extent allowed by law, the Contractor shall indemnify, defend and hold Owner and Engineer, together with each of their respective Board members, officers, agents, employees, consultants, and designees, harmless from all losses, claims and liabilities, injuries, damages and expenses (including without limitation reasonable attorney's fees) arising out of or in connection with (a) the Contractor's mistakes, omissions or negligent acts, (b) any violation of any laws, the compliance with which was assigned by law, custom or this Agreement to the Contractor (c) the use of, or presence at or near, any portion of the Project by any person at the invitation, express or implied, or with the permissions of the Contractor (d) the failure of Contractor to fully comply with

any provision of the Contract Documents and (e) the presence of Contractor, its officers, agents, employees or Subcontractors their respective officers, agents or employees at or near the site of the Project. Contractor's obligations under this paragraph include, without limitation, losses, claims, liabilities, injuries, damages and expenses to the extent they arise solely from the negligence of Owner.

13.7 Add new Paragraphs 13.7 and Subparagraph 13.7.1 and 13.7.2:

### **13.7 INTERPRETATIONS**

13.7.1 The captions and headings of various Articles and Paragraphs in the Contract Documents are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

13.7.2 The invalidity of any covenant, restriction, condition, limitation or any other part or provision of the Contract Documents shall not impair or affect in any manner the validity, enforceability or effect of the remainder of the Contract Documents.

13.8 Add new Paragraphs 13.8 and Subparagraph 13.8.1:

### **13.8 EQUAL EMPLOYMENT OPPORTUNITY**

13.8.1 The Contractor shall maintain policies of employment as follows:

13.8.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

13.8.2.1 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **14.1 TERMINATION BY THE CONTRACTOR**

14.1.1 Delete Paragraph 14.1.1 in its entirety and insert the following:

"If the Work is stopped for a period of thirty days under an order of any court or other public authority having jurisdiction, other than the Owner, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, then the Contractor may, upon seven additional days' written notice to the Owner and the Engineer, terminate the Contract and recover from the Owner payment for all Work executed. The foregoing sentence shall be the exclusive and sole remedy available in the event of termination, and the owner shall not be liable to the Contractor for any losses, lost profits, or damages."

14.1.2 Delete Paragraph 14.1.2 in its entirety.

14.1.3 Delete Paragraph 14.1.3 in its entirety.

## **14.2 TERMINATION BY THE OWNER FOR CAUSE**

14.2.4 At the end of this Paragraph, Add:

“The costs of finishing the Work include, without limitation, all reasonable attorney’s fees, additional title costs, insurance, additional interest because of any delay in completing the Work, and all other direct and indirect consequential costs incurred by the Owner by reason of the termination of the Contractor as stated herein.”

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **15.1 CLAIMS**

#### **15.1.2 TIME LIMITS ON CLAIMS**

15.1.2 Add Paragraphs 15.1.2.1:

15.1.2.1 Latent Defects: Nothing herein contained shall be deemed to have caused any applicable statute of limitations to commence to run or any alleged cause of action of the Owner, to have accrued in the event of any latent defect not discovered until after the issuance of the final certificate for payment. The statute of limitations shall commence to run on any alleged latent cause of action only upon actual discovery of such latent defect.

15.1 Add the following new Paragraphs 15.1.8 thru 15.1.12:

15.1.8 Should the Contractor either himself, or by his subcontractor or subcontractors of their respective agents, servants, or employees cause damage or injury to the property or work of any other Contractor, or by performing or failing to perform his work including the work of his subcontractor or subcontractors hereunder with due diligence, delay or interfere with the Contractor or contractors who shall suffer additional expense or damage thereby, the parties involved in such dispute shall settle by agreement or arbitrate said claim, dispute or disputes by referring same to the American Arbitration Association. Said dispute or disputes shall be referring same to the American Arbitration Association. Said dispute or disputes shall be determined pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association then in effect.

15.1.9 The Engineer and/or the Owner shall not be a party to the disputes or actions the between Contractor or subcontractors concerning such additional expense or damage. It is agreed by all parties that disputes or actions between contractors concerning the additional expense or damage herein before mentioned shall not delay compensation of the Work which shall be continued by the parties, subject to the rights herein provided.

15.1.10 It is agreed by the parties to this Contract (the Owner as promised and the Contractor a promisor) that the intent of this clause is to benefit the other as an indication of the mutual intent of the Owner and the Contractor that this clause raise such other Contractors to the status of third-party beneficiaries only as to the terms and conditions of Paragraph 6.2.6. The Contractor agrees that Paragraph 6.2.6 are provided as a benefit to the Contractor and that they specifically exclude claims against the Engineer and/or the Owner for delay or other damages.

15.1.11 The Contractor agrees that all claims, disputes and other matters in question between prime contractors, which arise out of, or are related to this Contract or the breach thereof as provided in Paragraph 6.2.6, shall be settled by agreement or resolved by

Arbitration Rules of the American Arbitration Association then in effect, unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing Arbitration Law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with the applicable law in any Court having jurisdiction thereof. The Owner and/or the Engineer shall not be a party in this arbitration.

15.1.12 Notice of the demand for arbitration shall be filed in writing with the other Contractors, with the Regional Office of the American Arbitration Association, and a copy shall be filed with the Owner. The demand for arbitration shall be made within a reasonable amount of time after the claim, dispute or other matter in question has arisen. The Owner and/or Engineer shall not be a party to the claim, dispute, or other matter in questions, but shall be witness in any arbitration at the request of the party to the arbitration.

## **15.2 INITIAL DECISION**

15.2.1 Add new Subparagraphs 15.2.1.1 and 15.2.1.2:

- .1 Engineering fees resulting from re-inspections due to the Contractor's failure to satisfactorily, fully and finally complete the Work on or prior to the Contract Completion Date.
- .2 Indemnity obligations.

## **15.4 ARBITRATION**

15.4.1 Delete Paragraph 15.4.1, 15.4.1.1, 15.4.2, and 15.4.3 in their entirety and insert the following:

"All unresolved claims and disputes shall be litigated in the Allegheny County Court of Common Pleas."

END OF DOCUMENT



DOCUMENT 007346  
PREVAILING MINIMUM WAGE DETERMINATION

The Prevailing Minimum Wage Determination, as predetermined by the Secretary of Labor and Industry of the Commonwealth of Pennsylvania, is a part of the Contract Documents for the Contract of this Project and is incorporated herein as fully as if here set forth.

END OF DOCUMENT

DRAFT

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

Project Name:	Chartiers Valley High School Kitchen Make-up Air Unit Replacement
Awarding Agency:	Chartiers Valley School District
Contract Award Date:	2/1/2021
Serial Number:	20-07360
Project Classification:	Building
Determination Date:	12/16/2020
Assigned Field Office:	Pittsburgh
Field Office Phone Number:	(412)565-5300
Toll Free Phone Number:	(877)504-8354
Project County:	Allegheny County

DRAFT

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

<b>Project: 20-07360 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Asbestos & Insulation Workers	8/1/2017		\$36.66	\$24.25	\$60.91
Asbestos & Insulation Workers	8/1/2018		\$37.11	\$24.80	\$61.91
Asbestos & Insulation Workers	8/1/2019		\$38.16	\$25.75	\$63.91
Asbestos & Insulation Workers	8/1/2020		\$38.93	\$26.98	\$65.91
Boilermakers	6/1/2016		\$40.90	\$27.61	\$68.51
Bricklayer	12/1/2017		\$31.69	\$22.15	\$53.84
Bricklayer	12/1/2018		\$32.35	\$22.49	\$54.84
Bricklayer	6/1/2019		\$32.75	\$22.79	\$55.54
Bricklayer	12/1/2019		\$33.25	\$22.99	\$56.24
Bricklayer	6/1/2020		\$34.05	\$23.09	\$57.14
Bricklayer	12/1/2020		\$34.50	\$23.59	\$58.09
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2017		\$33.01	\$16.63	\$49.64
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2018	5/31/2019	\$33.75	\$17.34	\$51.09
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2019	5/31/2020	\$34.72	\$17.82	\$52.54
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2020	5/31/2021	\$35.48	\$18.56	\$54.04
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2021		\$36.23	\$19.31	\$55.54
Cement Mason/Concrete Finisher	6/1/2017	5/31/2018	\$29.52	\$18.39	\$47.91
Cement Mason/Concrete Finisher	6/1/2018	5/31/2019	\$30.27	\$18.99	\$49.26
Cement Mason/Concrete Finisher	6/1/2019		\$31.27	\$19.39	\$50.66
Cement Masons	6/1/2020		\$31.52	\$20.64	\$52.16
Drywall Finisher	6/1/2017		\$27.80	\$19.14	\$46.94
Drywall Finisher	6/1/2018		\$28.10	\$19.99	\$48.09
Drywall Finisher	6/1/2019	5/31/2020	\$29.10	\$20.49	\$49.59
Drywall Finisher	6/1/2020	5/31/2021	\$30.10	\$20.89	\$50.99
Drywall Finisher	6/1/2021	5/31/2022	\$31.00	\$21.39	\$52.39
Drywall Finisher	6/1/2022		\$32.00	\$21.89	\$53.89
Electricians & Telecommunications Installation Technician	12/23/2017		\$39.76	\$26.44	\$66.20
Electricians & Telecommunications Installation Technician	12/22/2018		\$41.74	\$26.44	\$68.18
Electricians & Telecommunications Installation Technician	12/22/2019		\$44.46	\$26.44	\$70.90
Electricians	12/26/2020		\$43.61	\$29.29	\$72.90
Electricians	12/26/2021		\$45.86	\$29.29	\$75.15
Electricians	12/26/2022		\$48.31	\$29.29	\$77.60
Elevator Constructor	1/1/2018		\$47.22	\$33.00	\$80.22
Glazier	9/1/2017		\$28.00	\$22.60	\$50.60
Glazier	9/1/2018		\$28.62	\$23.23	\$51.85
Glazier	9/1/2019		\$30.50	\$24.40	\$54.90
Glazier	9/1/2020		\$31.00	\$26.05	\$57.05
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2017		\$33.54	\$30.24	\$63.78

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

<b>Project: 20-07360 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Iron Workers	6/1/2018		\$34.49	\$31.17	\$65.66
Iron Workers	6/1/2019		\$35.49	\$32.30	\$67.79
Iron Workers	6/1/2020		\$37.29	\$32.87	\$70.16
Laborers (Class 01 - See notes)	1/1/2018		\$22.32	\$16.67	\$38.99
Laborers (Class 01 - See notes)	1/1/2019		\$22.37	\$17.67	\$40.04
Laborers (Class 01 - See notes)	1/1/2020		\$26.42	\$14.67	\$41.09
Laborers (Class 01 - See notes)	1/1/2021		\$22.82	\$19.32	\$42.14
Laborers (Class 02 - See notes)	1/1/2018		\$22.47	\$16.67	\$39.14
Laborers (Class 02 - See notes)	1/1/2019		\$22.52	\$17.67	\$40.19
Laborers (Class 02 - See notes)	1/1/2020		\$26.57	\$14.67	\$41.24
Laborers (Class 02 - See notes)	1/1/2021		\$22.97	\$19.32	\$42.29
Laborers (Class 03 - See notes)	1/1/2018		\$22.60	\$16.67	\$39.27
Laborers (Class 03 - See notes)	1/1/2019		\$22.65	\$17.67	\$40.32
Laborers (Class 03 - See notes)	1/1/2020		\$26.70	\$14.67	\$41.37
Laborers (Class 03 - See notes)	1/1/2021		\$23.10	\$19.32	\$42.42
Laborers (Class 04 - See notes)	1/1/2018		\$23.07	\$16.67	\$39.74
Laborers (Class 04 - See notes)	1/1/2019		\$23.12	\$17.67	\$40.79
Laborers (Class 04 - See notes)	1/1/2020		\$27.17	\$14.67	\$41.84
Laborers (Class 04 - See notes)	1/1/2021		\$23.57	\$19.32	\$42.89
Landscape Laborer (Skilled)	1/1/2018		\$21.01	\$15.31	\$36.32
Landscape Laborer (Skilled)	1/1/2019		\$21.44	\$16.08	\$37.52
Landscape Laborer (Skilled)	1/1/2020		\$21.64	\$16.98	\$38.62
Landscape Laborer (Tractor Operator)	1/1/2018		\$21.31	\$15.31	\$36.62
Landscape Laborer (Tractor Operator)	1/1/2019		\$21.74	\$16.08	\$37.82
Landscape Laborer (Tractor Operator)	1/1/2020		\$21.94	\$16.98	\$38.92
Landscape Laborer	1/1/2018		\$20.59	\$15.31	\$35.90
Landscape Laborer	1/1/2019		\$21.02	\$16.08	\$37.10
Landscape Laborer	1/1/2020		\$21.22	\$16.98	\$38.20
Millwright	6/1/2017		\$39.83	\$18.57	\$58.40
Millwright	6/1/2020		\$41.68	\$20.32	\$62.00
Operators (Class 01 - see notes)	6/12/2017		\$34.49	\$20.15	\$54.64
Operators (Class 01 - see notes)	6/1/2018		\$35.09	\$20.95	\$56.04
Operators (Class 01 - see notes)	6/1/2019		\$35.69	\$21.75	\$57.44
Operators (Class 01 - see notes)	6/1/2020		\$36.39	\$22.55	\$58.94
Operators (Class 01 - see notes)	6/1/2021		\$37.09	\$23.35	\$60.44
Operators (Class 02 -see notes)	6/12/2017		\$29.58	\$20.15	\$49.73
Operators (Class 02 -see notes)	6/1/2018		\$29.90	\$20.95	\$50.85
Operators (Class 02 -see notes)	6/1/2019		\$30.22	\$21.75	\$51.97
Operators (Class 02 -see notes)	6/1/2020		\$30.62	\$22.55	\$53.17
Operators (Class 02 -see notes)	6/1/2021		\$31.02	\$23.35	\$54.37
Operators (Class 03 - See notes)	6/12/2017		\$28.25	\$20.15	\$48.40
Operators (Class 03 - See notes)	6/1/2018		\$28.46	\$20.95	\$49.41
Operators (Class 03 - See notes)	6/1/2019		\$28.67	\$21.75	\$50.42
Operators (Class 03 - See notes)	6/1/2020		\$28.95	\$22.55	\$51.50

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

<b>Project: 20-07360 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Operators (Class 03 - See notes)	6/1/2021		\$29.23	\$23.35	\$52.58
Painters Class 6 (see notes)	6/1/2017		\$27.50	\$18.66	\$46.16
Painters Class 6 (see notes)	6/1/2018		\$28.00	\$19.36	\$47.36
Painters Class 6 (see notes)	6/1/2019		\$28.50	\$20.06	\$48.56
Painters Class 6 (see notes)	6/1/2020		\$28.80	\$20.99	\$49.79
Painters Class 6 (see notes)	6/1/2021		\$29.15	\$21.89	\$51.04
Painters Class 6 (see notes)	6/1/2022		\$29.50	\$22.82	\$52.32
Pile Driver Divers (Building, Heavy, Highway)	1/1/2018		\$50.33	\$18.55	\$68.88
Pile Driver Divers (Building, Heavy, Highway)	1/1/2019		\$51.45	\$19.30	\$70.75
Pile Driver Divers (Building, Heavy, Highway)	1/1/2020		\$53.10	\$19.70	\$72.80
Pile Driver Divers (Building, Heavy, Highway)	1/1/2021		\$54.75	\$20.10	\$74.85
Pile Driver Divers (Building, Heavy, Highway)	1/1/2022		\$56.40	\$20.50	\$76.90
Piledrivers	1/1/2018		\$33.55	\$18.55	\$52.10
Piledrivers	1/1/2019		\$34.30	\$19.30	\$53.60
Piledrivers	1/1/2020		\$35.40	\$19.70	\$55.10
Piledrivers	1/1/2021		\$36.50	\$20.10	\$56.60
Piledrivers	1/1/2022		\$37.60	\$20.50	\$58.10
Plasterers	6/1/2017		\$28.79	\$15.79	\$44.58
Plasterers	6/1/2017		\$28.79	\$15.79	\$44.58
Plasterers	6/1/2018		\$28.74	\$16.84	\$45.58
Plasterers	6/1/2019		\$29.78	\$17.20	\$46.98
Plasterers	6/1/2020		\$29.78	\$18.60	\$48.38
plumber	6/1/2018		\$40.85	\$21.77	\$62.62
plumber	6/1/2019		\$43.00	\$21.77	\$64.77
plumber	6/1/2020		\$45.15	\$21.77	\$66.92
plumber	6/1/2021		\$47.25	\$21.77	\$69.02
plumber	6/1/2022		\$49.35	\$21.77	\$71.12
Plumbers	6/1/2017		\$39.20	\$21.27	\$60.47
Pointers, Caulkers, Cleaners	12/1/2017		\$29.88	\$18.73	\$48.61
Pointers, Caulkers, Cleaners	6/1/2019		\$31.38	\$19.44	\$50.82
Pointers, Caulkers, Cleaners	12/1/2019		\$31.93	\$19.64	\$51.57
Pointers, Caulkers, Cleaners	6/1/2020		\$32.63	\$19.72	\$52.35
Pointers, Caulkers, Cleaners	12/1/2020		\$33.15	\$19.97	\$53.12
Roofers	6/1/2017		\$31.00	\$15.17	\$46.17
Roofers	6/1/2018		\$31.00	\$16.42	\$47.42
Roofers	6/1/2019		\$34.83	\$13.84	\$48.67
Roofers	6/1/2020		\$36.08	\$13.84	\$49.92
Sheet Metal Workers	7/1/2017		\$33.70	\$27.74	\$61.44
Sheet Metal Workers	7/1/2018		\$34.47	\$28.08	\$62.55
Sheet Metal Workers	7/1/2019		\$36.21	\$28.36	\$64.57
Sheet Metal Workers	7/1/2020		\$37.96	\$28.63	\$66.59
Sprinklerfitters	1/1/2017		\$35.42	\$20.52	\$55.94
Sprinklerfitters	7/1/2017		\$36.42	\$20.52	\$56.94
Sprinklerfitters	7/1/2020		\$38.91	\$23.23	\$62.14

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

<b>Project: 20-07360 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Steamfitters	6/1/2017		\$41.71	\$19.01	\$60.72
Steamfitters	6/1/2018		\$40.55	\$22.67	\$63.22
Steamfitters	6/1/2020		\$42.25	\$25.22	\$67.47
Stone Masons	12/1/2017		\$32.66	\$21.41	\$54.07
Stone Masons	6/1/2019		\$33.72	\$22.05	\$55.77
Stone Masons	12/1/2019		\$34.22	\$22.25	\$56.47
Stone Masons	6/1/2020		\$35.02	\$22.35	\$57.37
Stone Masons	12/1/2020		\$35.72	\$22.60	\$58.32
Terrazzo Finisher	12/1/2017		\$31.08	\$15.85	\$46.93
Terrazzo Finisher	6/1/2019		\$32.01	\$16.52	\$48.53
Terrazzo Finisher	12/1/2019		\$32.37	\$16.74	\$49.11
Terrazzo Finisher	6/1/2020		\$32.96	\$16.90	\$49.86
Terrazzo Finisher	12/1/2020		\$33.46	\$17.15	\$50.61
Terrazzo Mechanics	12/1/2017		\$30.57	\$17.91	\$48.48
Terrazzo Mechanics	6/1/2019		\$31.31	\$18.67	\$49.98
Terrazzo Mechanics	12/1/2019		\$31.79	\$18.92	\$50.71
Terrazzo Mechanics	6/1/2020		\$32.32	\$19.09	\$51.41
Terrazzo Mechanics	12/1/2020		\$32.82	\$19.34	\$52.16
Tile Finisher	12/1/2017		\$25.16	\$14.90	\$40.06
Tile Finisher	6/1/2019		\$25.69	\$15.65	\$41.34
Tile Finisher	12/1/2019		\$26.00	\$15.86	\$41.86
Tile Finisher	6/1/2020		\$26.47	\$16.07	\$42.54
Tile Finisher	12/1/2020		\$26.86	\$16.36	\$43.22
Tile Setter	12/1/2017		\$30.75	\$19.05	\$49.80
Tile Setter	6/1/2019		\$31.47	\$20.03	\$51.50
Tile Setter	12/1/2019		\$31.91	\$20.24	\$52.15
Tile Setter	6/1/2020		\$32.58	\$20.42	\$53.00
Tile Setter	12/1/2020		\$33.12	\$20.73	\$53.85
Truckdriver class 1(see notes)	1/1/2016		\$27.62	\$16.60	\$44.22
Truckdriver class 1(see notes)	1/1/2020		\$29.93	\$20.21	\$50.14
Truckdriver class 1(see notes)	1/1/2021		\$30.68	\$20.96	\$51.64
Truckdriver class 1(see notes)	1/1/2022		\$31.43	\$21.71	\$53.14
Truckdriver class 2 (see notes)	1/1/2016		\$27.75	\$16.69	\$44.44
Truckdriver class 2 (see notes)	1/1/2020		\$30.39	\$20.52	\$50.91
Truckdriver class 2 (see notes)	1/1/2021		\$31.14	\$21.27	\$52.41
Truckdriver class 2 (see notes)	1/1/2022		\$31.14	\$21.27	\$52.41
Truckdriver class 2 (see notes)	1/1/2022		\$31.89	\$22.02	\$53.91
Truckdriver class 3 (see notes)	1/1/2016		\$28.23	\$16.98	\$45.21
Window Film / Tint Installer	10/1/2019		\$25.00	\$2.63	\$27.63

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

<b>Project: 20-07360 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Carpenter	1/1/2018	12/31/2018	\$33.17	\$17.77	\$50.94
Carpenter	1/1/2019		\$34.02	\$18.42	\$52.44
Carpenter	1/1/2020		\$35.02	\$18.92	\$53.94
Carpenter	1/1/2021		\$36.12	\$19.32	\$55.44
Carpenter	1/1/2022		\$37.10	\$19.84	\$56.94
Carpenter Welder	1/1/2018	12/31/2018	\$34.12	\$17.77	\$51.89
Carpenter Welder	1/1/2019		\$34.97	\$18.42	\$53.39
Carpenter Welder	1/1/2020		\$35.97	\$18.92	\$54.89
Carpenter Welder	1/1/2021		\$37.07	\$19.32	\$56.39
Carpenter Welder	1/1/2022		\$38.05	\$19.84	\$57.89
Cement Finishers	1/1/2018		\$31.04	\$19.90	\$50.94
Cement Finishers	1/1/2019		\$31.94	\$20.50	\$52.44
Cement Finishers	1/1/2021		\$32.84	\$22.60	\$55.44
Cement Finishers	1/1/2022		\$33.14	\$23.80	\$56.94
Cement Masons	1/1/2020		\$32.84	\$21.10	\$53.94
Electric Lineman	5/29/2017		\$45.24	\$24.23	\$69.47
Electric Lineman	5/28/2018		\$46.29	\$25.26	\$71.55
Electric Lineman	5/27/2019		\$47.38	\$26.30	\$73.68
Electric Lineman	6/1/2020		\$48.51	\$27.38	\$75.89
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2017		\$33.54	\$30.24	\$63.78
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2020		\$37.29	\$32.87	\$70.16
Laborers (Class 01 - See notes)	1/1/2018		\$24.85	\$22.35	\$47.20
Laborers (Class 01 - See notes)	1/1/2019		\$24.85	\$23.85	\$48.70
Laborers (Class 01 - See notes)	1/6/2020		\$26.10	\$24.10	\$50.20
Laborers (Class 01 - See notes)	1/6/2021		\$26.90	\$24.80	\$51.70
Laborers (Class 01 - See notes)	1/6/2022		\$27.70	\$25.50	\$53.20
Laborers (Class 02 - See notes)	1/1/2018		\$25.01	\$22.35	\$47.36
Laborers (Class 02 - See notes)	1/1/2019		\$25.01	\$23.85	\$48.86
Laborers (Class 02 - See notes)	1/6/2020		\$26.26	\$24.10	\$50.36
Laborers (Class 02 - See notes)	1/6/2021		\$27.06	\$24.80	\$51.86
Laborers (Class 02 - See notes)	1/6/2022		\$27.86	\$25.50	\$53.36
Laborers (Class 03 - See notes)	1/1/2018		\$25.40	\$22.35	\$47.75
Laborers (Class 03 - See notes)	1/1/2019		\$25.40	\$23.85	\$49.25
Laborers (Class 03 - See notes)	1/6/2020		\$26.65	\$24.10	\$50.75
Laborers (Class 03 - See notes)	1/6/2021		\$27.45	\$24.80	\$52.25
Laborers (Class 03 - See notes)	1/6/2022		\$28.25	\$25.50	\$53.75
Laborers (Class 04 - See notes)	1/1/2018		\$25.85	\$22.35	\$48.20
Laborers (Class 04 - See notes)	1/1/2019		\$25.85	\$23.85	\$49.70
Laborers (Class 04 - See notes)	1/6/2020		\$27.10	\$24.10	\$51.20
Laborers (Class 04 - See notes)	1/6/2021		\$27.90	\$24.80	\$52.70
Laborers (Class 04 - See notes)	1/6/2022		\$28.70	\$25.50	\$54.20
Laborers (Class 05 - See notes)	1/1/2018		\$26.26	\$22.35	\$48.61
Laborers (Class 05 - See notes)	1/1/2019		\$26.26	\$23.85	\$50.11

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

<b>Project: 20-07360 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Laborers (Class 05 - See notes)	1/6/2020		\$27.51	\$24.10	\$51.61
Laborers (Class 05 - See notes)	1/6/2021		\$28.31	\$24.80	\$53.11
Laborers (Class 05 - See notes)	1/6/2022		\$29.11	\$25.50	\$54.61
Laborers (Class 06 - See notes)	1/1/2018		\$23.10	\$22.35	\$45.45
Laborers (Class 06 - See notes)	1/1/2019		\$23.10	\$23.85	\$46.95
Laborers (Class 06 - See notes)	1/6/2020		\$24.35	\$24.10	\$48.45
Laborers (Class 06 - See notes)	1/6/2021		\$25.15	\$24.80	\$49.95
Laborers (Class 06 - See notes)	1/6/2022		\$25.95	\$25.50	\$51.45
Laborers (Class 07 - See notes)	1/1/2018		\$25.85	\$22.35	\$48.20
Laborers (Class 07 - See notes)	1/1/2019		\$25.85	\$23.85	\$49.70
Laborers (Class 07 - See notes)	1/6/2020		\$27.10	\$24.10	\$51.20
Laborers (Class 07 - See notes)	1/6/2021		\$27.90	\$24.80	\$52.70
Laborers (Class 07 - See notes)	1/6/2022		\$28.70	\$25.50	\$54.20
Laborers (Class 08 - See notes)	1/1/2018		\$27.35	\$22.35	\$49.70
Laborers (Class 08 - See notes)	1/1/2019		\$27.35	\$23.85	\$51.20
Laborers (Class 08 - See notes)	1/6/2020		\$28.60	\$24.10	\$52.70
Laborers (Class 08 - See notes)	1/6/2021		\$29.40	\$24.80	\$54.20
Laborers (Class 08 - See notes)	1/6/2022		\$30.20	\$25.50	\$55.70
Millwright	6/1/2020		\$41.68	\$20.32	\$62.00
Operators (Class 01 - see notes)	1/1/2018		\$31.29	\$20.78	\$52.07
Operators (Class 01 - see notes)	1/1/2019		\$31.89	\$21.68	\$53.57
Operators (Class 01 - see notes)	1/1/2020		\$32.89	\$22.23	\$55.12
Operators (Class 01 - see notes)	1/1/2021		\$33.89	\$22.73	\$56.62
Operators (Class 01 - see notes)	1/1/2022		\$34.79	\$23.33	\$58.12
Operators (Class 02 -see notes)	1/1/2018		\$31.03	\$20.78	\$51.81
Operators (Class 02 -see notes)	1/1/2019		\$31.63	\$21.68	\$53.31
Operators (Class 02 -see notes)	1/1/2020		\$32.63	\$22.23	\$54.86
Operators (Class 02 -see notes)	1/1/2021		\$33.63	\$22.73	\$56.36
Operators (Class 02 -see notes)	1/1/2022		\$34.53	\$23.33	\$57.86
Operators (Class 03 - See notes)	1/1/2018		\$27.38	\$20.78	\$48.16
Operators (Class 03 - See notes)	1/1/2019		\$27.98	\$21.68	\$49.66
Operators (Class 03 - see notes)	1/1/2020		\$28.98	\$22.23	\$51.21
Operators (Class 03 - see notes)	1/1/2021		\$29.98	\$22.73	\$52.71
Operators (Class 03 - See notes)	1/1/2022		\$30.88	\$23.33	\$54.21
Operators (Class 04 - See notes)	1/1/2018		\$26.92	\$20.78	\$47.70
Operators (Class 04 - See notes)	1/1/2019		\$27.52	\$21.68	\$49.20
Operators (Class 04 - See notes)	1/1/2020		\$28.52	\$22.23	\$50.75
Operators (Class 04 - See notes)	1/1/2021		\$29.52	\$22.73	\$52.25
Operators (Class 04 - See notes)	1/1/2022		\$30.42	\$23.33	\$53.75
Operators (Class 05 - See notes)	1/1/2018		\$26.67	\$20.78	\$47.45
Operators (Class 05 - See notes)	1/1/2019		\$27.27	\$21.68	\$48.95
Operators (Class 05 - See notes)	1/1/2020		\$28.27	\$22.23	\$50.50
Operators (Class 05 - See notes)	1/1/2021		\$29.27	\$22.73	\$52.00
Operators (Class 05 - See notes)	1/1/2022		\$30.17	\$23.33	\$53.50



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

<b>Project: 20-07360 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Operators Class 1-A	1/1/2020		\$35.89	\$22.23	\$58.12
Operators Class 1-A	1/1/2021		\$36.89	\$22.73	\$59.62
Operators Class 1-A	1/1/2022		\$37.79	\$23.33	\$61.12
Operators Class 1-B	1/1/2020		\$34.89	\$22.23	\$57.12
Operators Class 1-B	1/1/2021		\$35.89	\$22.73	\$58.62
Operators Class 1-B	1/1/2022		\$36.79	\$23.33	\$60.12
Painters Class 1 (see notes)	6/1/2017		\$31.85	\$18.66	\$50.51
Painters Class 1 (see notes)	6/1/2017		\$31.98	\$18.43	\$50.41
Painters Class 1 (see notes)	6/1/2018		\$32.50	\$19.36	\$51.86
Painters Class 1 (see notes)	6/1/2019		\$33.15	\$20.06	\$53.21
Painters Class 1 (see notes)	6/1/2020		\$33.55	\$20.99	\$54.54
Painters Class 1 (see notes)	6/1/2021		\$34.00	\$21.89	\$55.89
Painters Class 1 (see notes)	6/1/2022		\$34.45	\$22.82	\$57.27
Painters Class 2 (see notes)	6/1/2017		\$33.95	\$18.66	\$52.61
Painters Class 2 (see notes)	6/1/2018		\$34.60	\$19.36	\$53.96
Painters Class 2 (see notes)	6/1/2019		\$35.25	\$20.06	\$55.31
Painters Class 3 (see notes)	6/1/2017		\$27.58	\$18.48	\$46.06
Painters Class 3 (see notes)	6/1/2017		\$33.95	\$18.66	\$52.61
Painters Class 3 (see notes)	6/1/2018		\$34.60	\$19.36	\$53.96
Painters Class 3 (see notes)	6/1/2019		\$35.25	\$20.06	\$55.31
Painters Class 3 (see notes)	6/1/2020		\$35.72	\$20.99	\$56.71
Painters Class 3 (see notes)	6/1/2021		\$36.25	\$21.89	\$58.14
Painters Class 3 (see notes)	6/1/2022		\$36.77	\$22.82	\$59.59
Painters Class 4 (see notes)	6/1/2017		\$27.16	\$18.66	\$45.82
Painters Class 4 (see notes)	6/1/2018		\$27.68	\$19.36	\$47.04
Painters Class 4 (see notes)	6/1/2019		\$28.20	\$20.06	\$48.26
Painters Class 5 (see notes)	6/1/2017		\$22.07	\$18.66	\$40.73
Painters Class 5 (see notes)	6/1/2018		\$22.49	\$19.36	\$41.85
Painters Class 5 (see notes)	6/1/2019		\$22.91	\$20.06	\$42.97
Pile Driver Divers (Building, Heavy, Highway)	1/1/2018		\$50.33	\$18.55	\$68.88
Pile Driver Divers (Building, Heavy, Highway)	1/1/2019		\$51.45	\$19.30	\$70.75
Pile Driver Divers (Building, Heavy, Highway)	1/1/2020		\$53.10	\$19.70	\$72.80
Pile Driver Divers (Building, Heavy, Highway)	1/1/2021		\$54.75	\$20.10	\$74.85
Pile Driver Divers (Building, Heavy, Highway)	1/1/2022		\$56.40	\$20.50	\$76.90
Piledrivers	1/1/2018		\$33.55	\$18.55	\$52.10
Piledrivers	1/1/2019		\$34.30	\$19.30	\$53.60
Piledrivers	1/1/2020		\$35.40	\$19.70	\$55.10
Piledrivers	1/1/2021		\$36.54	\$20.06	\$56.60
Piledrivers	1/1/2022		\$37.63	\$20.47	\$58.10
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2017		\$40.98	\$32.53	\$73.51
Truckdriver class 1(see notes)	1/1/2018		\$28.52	\$18.40	\$46.92
Truckdriver class 1(see notes)	1/1/2019		\$28.99	\$19.43	\$48.42
Truckdriver class 1(see notes)	1/1/2020		\$29.93	\$20.21	\$50.14
Truckdriver class 1(see notes)	1/1/2021		\$30.68	\$20.96	\$51.64

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

<b>Project: 20-07360 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Truckdriver class 1 (see notes)	1/1/2022		\$31.43	\$21.71	\$53.14
Truckdriver class 2 (see notes)	1/1/2018		\$28.66	\$18.48	\$47.14
Truckdriver class 2 (see notes)	1/1/2019		\$29.13	\$19.51	\$48.64
Truckdriver class 2 (see notes)	1/1/2020		\$30.39	\$20.52	\$50.91
Truckdriver class 2 (see notes)	1/1/2021		\$31.14	\$21.27	\$52.41
Truckdriver class 2 (see notes)	1/1/2022		\$31.89	\$22.02	\$53.91
Truckdriver class 3 (see notes)	1/1/2018		\$29.13	\$18.78	\$47.91
Truckdriver class 3 (see notes)	1/1/2019		\$29.59	\$19.82	\$49.41

DRAFT

**"PENNSYLVANIA PREVAILING WAGE ACT"**  
Act of 1961, P.L. 987, No. 442

DRAFT

# "PENNSYLVANIA PREVAILING WAGE ACT"

Act of 1961, P.L. 987, No. 442

## AN ACT

Relating to public works contracts; providing for prevailing wage; imposing duties upon the Secretary of Labor and Industry; providing remedies, penalties and repealing existing laws.

The General Assembly of the Commonwealth of Pennsylvania hereby enacts as follows:

### **Section 1. Short Title.**

This act shall be known and may be cited as the "Pennsylvania Prevailing Wage Act."

### **Section 2. Definitions.**

As used in this act —

(1) "Department" means Department of Labor and Industry of the Commonwealth of Pennsylvania.

(2) "Locality" means any political subdivision, or combination of the same, within the county in which the public work is to be performed. When no workmen for which a prevailing minimum wage is to be determined hereunder are employed in the locality, the locality may be extended to include adjoining political subdivisions where such workmen are employed in those crafts or trades for which there are no workmen employed in the locality as otherwise herein defined.

((2) amended Aug. 9, 1963, P.L. 653, No. 342)

(3) "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased.

(4) "Public body" means the Commonwealth of Pennsylvania, any of its political subdivisions, any authority created by the General Assembly of the Commonwealth of Pennsylvania and any instrumentality or agency of the Commonwealth of Pennsylvania.

(5) "Public work" means construction, reconstruction, demolition, alteration and/or repair work other than maintenance work, done under contract and paid for in whole or in part out of the funds of a public body where the estimated cost of the total project is in excess of twenty-five thousand dollars (\$25,000), but shall not include work performed under a rehabilitation or manpower training program.

((5) amended Aug. 9, 1963, P.L. 653, No. 342)

(6) "Secretary" means the Secretary of Labor and Industry or his duly authorized deputy or representative.

(7) "Workman" includes laborer, mechanic, skilled and semiskilled laborer and apprentices employed by any contractor or subcontractor and engaged in the performance of services directly upon the public work project, regardless of whether their work becomes a component part thereof, but does not include material suppliers or their employees who do not perform services at the job site.

(8) "Work performed under a rehabilitation program," means work arranged by and at a State institution primarily for teaching and upgrading the skills and employment opportunities of the inmates of such institutions.

(9) "Advisory Board" means the board created by section 2.1 of this act.

((9) added Aug. 9, 1963, P.L. 653, No. 342)

(10) "Appeals Board" means the board created by section 2.2 of this act.

((10) added Aug. 9, 1963, P.L. 653, No. 342)

### **Section 2.1. Advisory Board, Powers and Duties.**

(a) There is hereby created in the Department of Labor and Industry an Advisory Board consisting of seven members for the purpose of assisting the secretary in carrying out his duties under the act to which this is an amendment.

(b) Except for the member employed by the secretary, each member of the Advisory Board shall be appointed by the Governor and shall receive a compensation of thirty dollars (\$30) per day for each day actually spent in the performance of this duties plus necessary expenses.

(c) Of the seven members, one shall be a representative of an association of general contractors engaged full-time in the building construction industry, one shall be a representative of an association of heavy and highway construction industry, one shall be a member of an historically established union representing labor in the building construction industry, one shall be a member of an historically established union representing labor in the heavy and highway construction industry, one shall be a member of an association representing a political subdivision, one shall be learned in the law and employed by the secretary, and one shall not be engaged in or employed by the building industry or by a public body but shall represent the general public.

(d) At least two weeks' public notice shall be given in the manner prescribed by regulation of the board prior to any meeting of the board. Four members of the board shall constitute a quorum.

(e) The Advisory Board shall have the power and duty to —

(1) Consult with the secretary at his request concerning any matter arising under the administration of this act.

(2) Advise and assist the secretary in carrying out the duties provided for him by section 7 of this act.

(3) Promulgate rules and regulations necessary to carry out the duties placed upon the board by this act.

(2.1 added Aug. 9, 1963, P.L. 653, No. 342)

### **Section 2.2. Appeals Board Powers and Duties.**

(a) There is hereby created in the Department of Labor and Industry an Appeals Board consisting of seven members for the purpose of hearing and determining grievances arising out of the administration of the act to which this is an amendment.

(b) Except for the member employed by the secretary, each member of the Appeals Board shall be appointed by the Governor and shall receive a compensation of thirty dollars (\$30) per day for each day actually spent in the performance of his duties plus necessary expenses.

(c) Of the seven members, one shall be a representative of an association of general contractors engaged full-time in the building construction industry, one shall be a representative of an association of heavy and highway contractors engaged full time in the heavy and highway construction industry, one shall be a member of an historically established union representing labor in the building construction industry, one shall be a member of an historically established union representing labor in the heavy

and highway construction industry, one shall be a member of an association representing a political subdivision, one shall be learned in the law and employed by the secretary, and one shall not be engaged in or employed by the building industry or by a public body but shall represent the general public. No member of the Advisory Board created by this amendatory act shall be appointed to the Appeals Board.

(d) Four members of the board shall constitute a quorum and the board shall neither sit for purposes of hearing any grievance nor make any determination unless a quorum is present.

(e) The Appeals Board shall have the power and duty to —

(1) Hear and determine any grievance or appeal arising out of the administration of this act.

(2) Promulgate rules and regulations necessary to carry out the duties placed upon the board by this act: Provided, however, That any such rules and regulations shall provide for notice of filing of grievances and appeals, public hearings, right of representation and all other procedures required by due process of law.

(2.2 added Aug. 9, 1963, P.L. 653, No. 342)

### **Section 3. Specifications.**

The specifications for every contract for any public work to which any public body is a party, shall contain a provision stating the minimum wage rate that must be paid to the workmen employed in the performance of the contract.

(3 amended Aug. 9, 1963, P.L. 653, No. 342)

### **Section 4. Duty of Public Body.**

It shall be the duty of every public body which proposes the making of a contract for any project of public work to determine from the secretary the prevailing minimum wage rates which shall be paid by the contractor to the workmen upon such project. Reference to such prevailing minimum rates shall be published in the notice issued for the purpose of securing bids for such project of public work. Whenever any contract for a project of public work is entered into, the prevailing minimum wages as determined by the secretary shall be incorporated into and made a part of such contract and shall not be altered during the period such contract is in force.

(4 amended Aug. 9, 1963, P.L. 653, No. 342)

### **Section 5. Prevailing Wage.**

Not less than the prevailing minimum wages as determined hereunder shall be paid to all workmen employed on public work.

(5 amended Aug. 9, 1963, P.L. 653, No. 342)

### **Section 6. Duty of Contractor.**

Every contractor and subcontractor shall keep an accurate record showing the name, craft and the actual hourly rate of wage paid to each workman employed by him in connection with public work, and such record shall be preserved for two years from date of payment. The record shall be open at all reasonable hours to the inspection of the public body awarding the contract and to the secretary.

### **Section 7. Duty of Secretary.**

The secretary shall, after consultation with the advisory board, determine the general prevailing

minimum wage rate in the locality in which the public work is to be performed for each craft or classification of all workmen needed to perform public work contracts during the anticipated term thereof: Provided, however, That employer and employe contributions for employe benefits pursuant to a bona fide collective bargaining agreement shall be considered an integral part of the wage rate for the purpose of determining the minimum wage rate under this act. Nothing in the act, however, shall prohibit the payment of more than the general prevailing minimum wage rate to any workman employed on public work. The secretary shall forthwith give notice by mail of all determinations of general prevailing minimum wage rates made pursuant to this section to any representative of any craft, any employer or any representative of any group of employers, who shall in writing request the secretary so to do.

(7 amended Aug. 9, 1963, P.L. 653, No. 342)

### **Section 8. Review of Rates, Petition and Hearing.**

Any prospective bidder or his representative, any representative of any group of employers engaged in the particular type of construction, reconstruction, alteration and demolition or repair work involved, any representative of any craft or classification of workmen or the public body may, within ten days after the publication and issue of the specifications covering the particular contract for public work involved, file with the secretary a verified petition to review the determination of any such rate or rates. Within two days thereafter a copy of such petition shall be filed with the public body authorizing the public work. The petition shall set forth the facts upon which it is based. The secretary shall, upon notice to the petitioner, the public body authorizing the public work and the recognized collective bargaining representatives for the particular crafts and classifications involved, and also to all persons entitled to receive notice pursuant to subsection (a) of section 7 hereof, institute an investigation and hold a public hearing within twenty days after the filing of such petition. Within ten days thereafter, the secretary shall make a determination and transmit it, in writing, to the public body and to the interested parties. Such determination shall be final unless within ten days an appeal is filed with the Appeals Board.

Upon receipt by the public body of the notice of the filing of such petition, the public body awarding the contract or authorizing the public work shall extend the closing date for the submission of bids until five days after the final determination of the general prevailing minimum wage rates pursuant to this section and the publication of such findings.

Upon the filing of any such petition, notice thereof and of the extension of the closing date for submission of bids, shall be given forthwith by the awarding public body in a special bulletin to all interested parties as defined herein, notice shall also be given to the bidders by the awarding body of the final determination of the secretary or Appeals Board which shall also be included in the contract. The determination of the secretary or Appeals Board shall be included in the contract.

(8 amended Aug. 9, 1963, P.L. 653, No. 342)

### **Section 9. Posting of Rates.**

Contractors and subcontractors performing public work for a public body subject to the provisions of this act shall post the general prevailing minimum wage rates for each craft and classification involved, as determined by the secretary, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work, or at such place or places as are used by them to pay workmen their wages.

### **Section 10. Duty of Public Body.**

(a) Before final payment is made by, or on behalf of any public body of any sum or sums due on public work, it shall be the duty of the treasurer of the public body or other officer or person charged with the custody and disbursement of the funds of the public body to require the contractor and subcontractor to file statements, in writing, in form satisfactory to the secretary, certifying to the amounts then due and owing from such contractor and subcontractor, filing such statement to any

and all workmen for wages due on account of public work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively, which statement so to be filed shall be verified by the oath of the contractor and subcontractor, as the case may be, that he has read such statement subscribed by him, knows the contents thereof and that the same is true of his own knowledge: Provided, nevertheless, That nothing herein shall impair the right of a contractor to receive final payment because of the failure of any subcontractor to comply with provisions of this act.

(b) In case any workman shall have filed a protest, in writing, within three months from the date of the occurrence of the incident complained of, with the secretary, objecting to the payment to any contractor to the extent of the amount or amounts due or to become due to the said workman for wages or for labors performed on public works, the secretary shall direct the fiscal or financial officer of the public body, or other person charged with the custody and disbursements of the funds of the public body, to deduct from the whole amount of any payment on account thereof the sum or sums admitted by any contractor in such statement or statements so filed, to be due and owing by him on account of wages earned on such public work before making payment of the amount certified for payment and may withhold the amount so deducted for the benefit of the workmen whose wages are unpaid, as shown by the verified statement filed by any contractor, and may pay directly to any workmen the amount shown to be due to him for such wages by the statements filed as hereinbefore required, thereby discharging the obligation of the contractor to the person receiving such payment to the extent of the amount thereof.

(c) Any contractor or subcontractor who shall, under oath, verify the statement required to be filed under this section, which is known to him to be false, shall be guilty of a misdemeanor, and shall, upon conviction, be sentenced to pay a fine of not exceeding two thousand five hundred dollars (\$2,500) or to undergo imprisonment not exceeding five years, or both.

#### **Section 11. Remedies and Penalties.**

(a) The fiscal or financial officer, or any public body having public work performed under which any workman shall have been paid less than the prevailing wage, shall forthwith notify the secretary, in writing, of the name of the person or firm failing to pay the prevailing wages.

(b) Any workman may, within three months from the date of the occurrence of the incident complained of, file a protest, in writing, with the secretary objecting to the amount of wages paid for services performed by him on public work as being less than the prevailing wages for such services.

(c) Whenever a fiscal or financial officer of any public body shall notify the secretary that any person or firm required to pay its workmen the prevailing wage under this act has failed so to do, or whenever any workman employed upon public work shall have filed a timely protest objecting that he has been paid less than prevailing wages as required by this act, it shall be the duty of and the secretary shall forthwith investigate the matter and determine whether or not there has been a failure to pay the prevailing wages and whether such failure was intentional or otherwise. In any such investigation, the secretary shall provide for an appropriate hearing upon due notice to interested parties including the workmen, the employer and their respective representative, if any.

(d) In the event that the secretary shall determine, after notice and hearing as required by this section, that any person or firm has failed to pay the prevailing wages and that such failure was not intentional, he shall afford such person or firm a reasonable opportunity to adjust the matter by making payment or providing adequate security for the payment of the amounts required to be paid under this act as prevailing wages to the workmen affected on such terms and conditions as shall be approved by the secretary.

(e) In the event that the secretary shall determine, after notice and hearing as required by this section, that any person or firm has failed to pay the prevailing wages and that such failure was intentional, he shall thereupon notify all public bodies of the name or names of such persons or firms and no contract shall be awarded to such persons or firms or to any firm, corporation or partnership in which such persons or firms have an interest until three years have elapsed from the date of the notice to the public bodies aforesaid. The secretary may in addition thereto request the Attorney General to proceed to recover the



penalties for the Commonwealth of Pennsylvania which are payable under subsection (f) of this section.

(f) Whenever it shall be determined by the secretary, after notice and hearing as required by this section, that any person or firm has failed to pay the prevailing wages and that such failure was intentional, such persons or firm shall be liable to the Commonwealth of Pennsylvania for liquidated damages, in addition to damages for any other breach of the contract in the amount of the underpayment of wages due any workman engaged in the performance of such contract.

(g) It shall not constitute a failure to pay the prevailing wage rates for the work of a particular craft or classification where the prevailing wage rates determined for a specific craft or classification has been paid, and it is asserted that one or more bona fide craft unions contend that the work should have been assigned to their members instead of the members of the specific craft to whom it was assigned or by whom it was performed.

(h) The following shall constitute substantial evidence of intentional failure to pay prevailing wage rates:

(1) Any acts of omission or commission done wilfully or with a knowing disregard of the rights of workmen resulting in the payment of less than prevailing wage rates.

(2) After there has been a finding by the secretary in the manner required by this section that any person or firm has failed to pay the prevailing wages prescribed by this act and thereafter there shall be a failure by such person or firm to pay the prevailing wages prescribed by this act, or there shall be a subsequent failure of such person or firm to comply with any opportunity to adjust any differences which shall be afforded him by the secretary.

#### **Section 12. Failure to Comply, Termination.**

In any case where the secretary shall have determined that any person or firm has failed to pay the prevailing wages under subsections (e) and (f) of section 11 hereof, he may direct the public body to terminate, and the public body may terminate, any such contractor's right to proceed with the public work.

#### **Section 13. Workmen's Rights.**

Any workmen paid less than the rates specified in the contract shall have a right of action for the difference between the wage so paid and the wages stipulated in the contract, which right of action shall be instituted within six months from the occurrence of the event creating such right.

#### **Section 14. Rules and Regulations.**

The secretary is hereby authorized and empowered to prescribe, adopt, promulgate, rescind and enforce rules and regulations pertaining to the administration and enforcement of the provisions of this act.

#### **Section 15. Application of Act.**

This act shall have no application to any public works subject to the Walsh-Healey Act, the act of June 30, 1936, chapter 881, 49 Stat. 2036, 41 USCA sections 35-45, or the Davis Bacon Act, the act of March 3, 1931, 40 U.S. Code 276 (a).

#### **Section 16. Repealer.**

All acts and parts of acts are repealed in so far as they are inconsistent herewith.

#### **Section 17. Effective Date.**

This act shall take effect on the first day of the sixth month following date of final enactment.

**REGULATIONS  
FOR  
PENNSYLVANIA  
PREVAILING WAGE ACT**



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF LABOR AND INDUSTRY  
BUREAU OF LABOR LAW COMPLIANCE

1997 EDITION

## Subchapter E. PREVAILING REGULATIONS

Sec.

- 9.101. Purpose and scope.
- 9.102. Definitions.
- 9.103. Required provisions.
- 9.104. Duty of the public body.
- 9.105. Determination of classification and general prevailing minimum wage rates.
- 9.106. Payment of general prevailing minimum wage rates.
- 9.107. Petition for review of rates and hearing.
- 9.108. Posting of wage rates.
- 9.109. Records and inspection.
- 9.110. Certification of rate of wage and payment by contractor or subcontractor.
- 9.111. Remedies and penalties.
- 9.112. Workmen's rights.

### Authority

The provisions of this Subchapter E issued under act of August 15, 1961 (P.L. 987) (43 P.S. § 165-14), unless otherwise noted.

### Source

The provisions of this Subchapter E adopted May 23, 1975, 5 Pa.B. 1347, unless otherwise noted.

### Notes of Decisions

The Secretary of Labor and Industry's definition of workers as "electricians" on a public works project, and therefore subjecting their employer to payment of the wages not paid in violation of the Pennsylvania Prevailing Wage Act (43 P.S. §§ 165-1 — 165-17) would not be disturbed as the determination was neither erroneous nor inconsistent with the statute. *Henkels & McCoy, Inc. v. Department of Labor and Industry*, 598 A.2d 1065 (Pa. Cmwlth. 1991).

### § 9.101. Purpose and scope.

(a) Every contract to which the Commonwealth, its political subdivisions, an authority created by the General Assembly of the Commonwealth including authorities created under the Municipality Authorities Act of 1945 (53 P. S. §§ 301–401) and instrumentalities or agencies of the Commonwealth is a party, for construction, reconstruction, demolition, alteration or repair work other than maintenance work where the estimated cost of the total project is in excess of \$25,000, which requires or involves the employment by a contractor or subcontractor of laborers, mechanics, skilled and semi-skilled laborers and apprentices in the performance of services directly upon the public work project shall include in its specifications a provision stating the general prevailing minimum wage rates as determined by the Secretary which shall be paid for each craft or classification of workmen needed to perform the contract during the anticipated term thereof in the locality in which the public work is performed.

(b) Every person paid by a contractor or a subcontractor in any manner for his labor in the construction, reconstruction, demolition, alteration or repair work other than maintenance work done under contract and paid for in whole or in part out of the funds of a public body except work performed under a rehabilitation program or manpower training programs is "employed" and "receiving wages."

(c) These regulations do not apply to a public works contracts subject to the Walsh-Healey Act (41 U.S.C.A. §§ 35–45) or section 1 of the Davis-Bacon Act (40 U.S.C.A. § 276(a)).

(d) Work performed under a rehabilitation program arranged by and at a State institution primarily for teaching and up-grading the skills and employment opportunities of the inmates of the institution is not to be considered public work performed by a public body as defined in the act and this Subchapter.

### Notes of Decisions

The court declared the Pennsylvania Prevailing Wage Act (Act) (43 P. S. §§ 165-1–165-17) and its accompanying regulations invalid and unenforceable because they were preempted by ERISA where the Act related to ERISA plans regarding fringe benefits. *Keystone Chapter, Assoc. Builders and Contractors, Ind. v. Foley*, 837 F.Supp. 654 (M. D. PA. 1993).

#### § 9.102. Definitions.

The following words and terms, when used in this subchapter, have the following meanings, unless the context clearly indicates otherwise:

*Act*—The Pennsylvania Prevailing Wage Act (43 P. S. §§ 165-1–165-17).

*Apprentice*—A person employed and working under a bona fide apprenticeship program, directly related to the particular craft involved in the construction industry and registered with an approved by the Pennsylvania Apprenticeship and Training Council and whose training and employment are in full compliance with the provisions of The Apprenticeship and Training Act (43 P. S. §§ 90.1–90.10), approved July 14, 1961.

*Authorized deduction*—Those deductions which are authorized by the Wage Payment and Collection Law (43 P. S. §§ 260.1–260.45), approved July 14, 1961 and the Regulations of the Department of Labor and Industry issued pursuant thereto.

*Bona fide collective bargaining agreement*—The agreement negotiated between the historically established and recognized bargaining representatives for the employers and of the workmen for the particular crafts or classifications involved providing for applicable wage rates, hours of work, working conditions and contributions for employe benefits as defined in "contributions for employe benefits" in this section.

*Classification*—Specific categories of jobs which are performed within a "craft" as defined in this section. The term includes those specific categories of jobs which are performed by a "workman," as defined in section 2(7) of the act (43 P. S. § 165-2(17)) and this section, and "apprentice," as defined in this section.

*Contributions for employe benefits*—"Fringe benefits" paid or to be paid, including payment made whether directly or indirectly, to the workmen for sick, disability, death, other than Workmen's Compensation, medical, surgical, hospital, vacation, travel expense, retirement and pension benefits.

*Craft*—Special skills and trades which are recognized as such by custom and usage in the building and construction industry.

*Department*—The Department of Labor and Industry of the Commonwealth.

*General prevailing minimum wage rates, prevailing wage rates, minimum wage rates and wage rates*—Rates as determined by the Secretary, as payable in the locality in which the public work is to be performed, for the respective crafts and classifications, including the amount of contributions for employe benefits as required by the act.

*Locality*—A political subdivision, or combination of the same, within the county in which the public work is to be performed. When no workmen for which a prevailing minimum wage is to be determined hereunder are employed in the locality, the locality may be extended to include adjoining

political subdivisions where the workmen are employed in those crafts or trades for which there are no workmen employed in the locality as otherwise herein defined.

*Maintenance work*—The repair of existing facilities when the size, type or extent of the facilities is not thereby changed or increased.

*Public body*—The Commonwealth of Pennsylvania, its political subdivisions, authorities created by the General Assembly of the Commonwealth and instrumentalities or agencies of the Commonwealth.

*Public work*—Construction, reconstruction, demolition, alteration or repair work other than maintenance work, done under contract and paid for in whole or in part out of the funds of a public body where the estimated cost of the total project is in excess of \$25,000. The term does not include work performed under a rehabilitation or manpower training program.

*Secretary*—The Secretary of Labor and Industry or his authorized deputy or representative.

*Workman*—Includes laborer, mechanic, skilled and semiskilled laborer and apprentices employed by a contractor or subcontractor and engaged in the performance of services directly upon the public work project, regardless of whether their work becomes a component part thereof. The term does not include material suppliers or their employees who do not perform services at the job site.

## Notes of Decisions

### *Preemption*

The union fund correctly argued that its suit under the Public Works Contractors' Bond Law (8 P. S. § 191 et seq.) was not preempted by Employee Retirement and Income Security Act (ERISA), 29 U.S.C.A. § 1001 et seq., because the Bond Law made no reference to ERISA plans and was not related to employee benefit plans or the enforcement of those plans. Thus, the Union Fund's cause of action against the bond insuring company can survive the company's motion for summary judgment. *Carpenters v. National Union Fire Insurance of Pittsburgh*, 686 A.2d 1373 (Pa. Cmwlth. 1996).

## Cross References

This section cited in 34 Pa. Code § 9.105 (relating to determination of classification and general prevailing minimum wage rates).

### **§ 9.103. Required provisions.**

The specifications for every contract for a public work as defined herein shall contain at least the following conditions, provisions and requirements:

(1) The general prevailing minimum wage rates including contributions for employe benefits as determined by the Secretary which shall be paid to the workmen employed in the performance of the contract. The contract shall specifically provide that the contractor shall pay at least the wage rates as determined in the decision of the Secretary of Labor and Industry and shall comply with the conditions of the act approved August 15, 1961, and the regulations issued thereto, to assure the full and proper payment of the rates.

(2) The contract shall contain the stipulation that workmen shall be paid at least the general prevailing minimum wage rates and other provisions to assure payment thereof as set forth in this section.

(3) The contract provisions apply to work performed on the contract by the contractor and to work performed on the contract by subcontractors.

(4) The contractor shall insert in each of his subcontracts the stipulations contained in these required provisions and other stipulations as may be required.

(5) The contract shall provide that no workmen may be employed on the public work except in accordance with the classifications in the decision of the Secretary. If additional or different classifications are necessary the procedure in § 9.107 (relating to petition for review of rates and hearings) shall be followed.

(6) The contract shall provide that workmen employed or working on the public work shall be paid unconditionally, regardless of whether a contractual relationship exists or the nature of a contractual relationship which may be alleged to exist between a contractor, subcontractor and workmen, at least 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 this title prohibits the payment of more than the general prevailing minimum wage rates as determined by the Secretary to a workman on public work.

(7) The contract shall provide that the contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of changes thereof, in a prominent and easily accessible place or places at the site of the work and at the places used by them to pay workmen their wages. The posted notice of wage rates shall contain the following information:

(i) The name of project.

(ii) The name of the public body for which it is being constructed.

(iii) The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.

(iv) The general prevailing minimum wage rates determined for each craft and classification and the effective date of changes.

(v) 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 or subcontractor are not complying with the act or this title, they may file a protest in writing with the Secretary within 3 months of the date of the occurrence, objecting to the payment to a contractor to the extent of the amount due or to become due to them as wages for work performed on the public work project. A 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 shall be exercised within 6 months from the occurrence of the event creating the right.

(8) The contract shall provide that the contractor and subcontractors shall keep an accurate record showing the name, craft or classification, number of hours worked per day and the actual hourly rate of wage paid, including employe benefits, to each workman employed by him in connection with the public work. The record shall include deductions from each workman. The record shall be preserved for 2 years from the date of payment and shall be open at reasonable hours to the inspection of the public body awarding the contract and to the Secretary or his authorized representatives.

(9) The contract shall provide that apprentices shall be limited to numbers 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 Apprenticeship and Training Act (43 P. S. §§ 90.1–90.10), approved July 14, 1961, and the regulations issued thereto shall be employed on the public work project. A workman using the tools of a craft who does not qualify as an apprentice within this subsection shall be paid the rate predetermined for journeymen in that particular craft or classification.

(10) Wages shall be paid without 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.

(11) Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the act and this subchapter, regardless of the average hourly earnings resulting therefrom.

(12) 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 workmen have been paid wages in strict conformity with the provisions of the contract as prescribed by this section or if wages remain unpaid to set forth the amount of wages due and owing to each workman respectively.

(13) The provisions of the act and this subchapter shall be incorporated by reference in the contract.

### **Cross References**

This section cited in 34 Pa. Code § 9.108 (relating to posting of wage rates); and 34 Pa. Code § 9.110 (relating to certification of rate of wage and payment by contractor or subcontractor).

### **§ 9.104. Duty of the public body.**

(a) It is the duty of the public body awarding a contract for public work to request the Secretary for determination of the general prevailing minimum wage rates to be paid workmen on the public work project. The request shall be made on forms issued for the purpose by the Department. A new request for predetermination shall be made if the contract is not awarded within 120 days from the determination date.

(b) It is the duty of the public body to enforce the posting of wage rate determinations in accordance with the provisions of section 9 of the act (43 P. S. § 165-9) and § 9.108 (relating to posting of wage rates). The fiscal officer of the public body, the treasurer or other officer of the public body, charged with the custody and disbursement of the funds of the public body, shall ascertain that the wage rates as determined by the Secretary are paid and that the job classifications are maintained, otherwise it is his duty to hold up final payment and to inform the Secretary of the failure by the contractor or a subcontractor to comply with the act.

### **Notes of Decisions**

#### *Time Limitations*

Although the borough awarded the company the contract more than 120 days after the determination of the prevailing minimum wage and although the borough never made a new request for a predetermination, the company waived its right to protest the predetermination by failing to adhere to the 120 day time period. *Linde Enter., Inc. v. Prevailing Wage Appeals Board*, 676 A.2d 310 (Pa. Cmwlth. 1996).

### **§ 9.105. Determination of classification and general prevailing minimum wage rates.**

(a) For the purpose of making a determination of the general prevailing minimum wage rates in the locality in which the public work is to be performed for each craft or classification during the anticipated term of the contract, the Secretary may ascertain and consider the wage rates and employee benefits established by collective bargaining agreements.

(b) If a bona fide collective bargaining agreement has expired by the terms thereof, the Secretary

may ascertain and consider the wage rates and employe benefits established thereby until a new bona fide collective bargaining agreement, as defined in § 9.102 (relating to definitions), has been executed.

(c) The Secretary may also consider the following:

(1) Information obtained from Federal agencies charged with the administration of labor standards provisions of Federal acts applicable to contracts covering contractors and subcontractors on public building and public work and on building and work financed in whole or in part by loans and grants of the United States, within the locality.

(2) The number of skilled, competent and experienced workmen within the locality who are generally available for employment on public work.

(3) Statements signed and certified by contractors and subcontractors and union representatives showing wage rates paid on projects, within the locality. These statements to be relevant to a wage determination shall indicate the names and addresses of the contractors, including the subcontractors, the locations, approximate cost, dates of construction and type of projects, the number of workmen employed and the number of man hours worked in each craft or classification on each project and the respective wage rates paid the workmen, which wage rates shall consist only of rates paid for services performed solely within the classification for which it is submitted.

(4) Other information pertinent to the determination of prevailing minimum wage rates.

(d) The Secretary will conduct a continuing program for obtaining and compiling of wage rate information and shall encourage the voluntary submission of wage rate data by contractors, contractors' associations, labor organizations, public officials and other interested parties, reflecting wage rates paid to workmen in the various types of construction in the locality. Rates shall be determined for varying types of projects within the entire range of work performed by the building and construction industry. Information submitted shall reflect not only the specified wage rate or rates paid to a particular craft in the locality but also the type or types of construction on which the wage rate or rates have been paid. If the Secretary deems that the data at hand is insufficient to make a determination with respect to the crafts or classifications necessary to perform the proposed public work, he may have a field survey conducted by his staff representative for the purpose of obtaining additional information upon which to make a determination of the wage rates, and also the customs, usages and practices as to the type of work to which the wage rates apply and the size of available force of qualified workmen within the locality in which the public work is to be performed.

### Notes of Decisions

Granting authority to the Secretary to consider fringe benefits determined by collective bargaining when he is making prevailing wage determinations is not an unconstitutional denial of equal protection to nonunion contractors and employes, since he is not required to make his determination solely on the basis of rates in collective bargaining. *Keystone Chapter of Associated Builders and Contractors, Inc. v. Department of Labor and Industry*, 414 A.2d 1129 (Pa. Cmwlth. 1980).

If the parties introduce exhibits which in some way do not comply with the standards of 34 Pa. Code § 9.105(c)(3), the Secretary may give more weight to evidence which includes fringe benefits and projects of every nature and which clearly demonstrates prevailing wage rates for the year in question rather to evidence which does not include fringe benefits, excludes public works projects and some major private projects, and lumps together wage rates from previous years to establish current wage rates. *Keystone Chapter of Associated Builders and Contractors, Inc. v. Department of Labor and Industry*, 414 A.2d 1129 (Pa. Cmwlth. 1980).

### § 9.106. Payment of general prevailing minimum wage rates.

(a) Not less than the general prevailing minimum wage rates determined by the Secretary under the



act and this subchapter may be paid unconditionally, by contractors and subcontractors to workmen in their respective crafts and classifications on public work and the workmen can not be required to refund, directly or indirectly, part of the wages. It is no defense that workmen accepted or agreed to accept less than the required rate of wages or voluntarily made refunds, in any form or manner.

(b) Wages shall be paid without 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.

(c) 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 certain amount of work or the production of a certain result shall be deemed a violation of the act and this subchapter, regardless of the average hourly earnings resulting therefrom.

#### **§ 9.107. Petition for review of rates and hearings.**

(a) A prospective bidder or his representative, a representative of a group of employers engaged in the particular type of construction, reconstruction, demolition, alteration or repair work, a representative of a craft or classification of workmen or the public body affected by the determination made by the Secretary, may on verified petition request a review of this determination in accordance with the procedures required by section 8 of the act (43 P. S. § 165-8).

(b) The Secretary will, after notice and hearing as prescribed by section 8 of the act, make a final determination of the general prevailing minimum wage rates to be paid to workmen on the public work project. The public body when notified by the Secretary that a verified petition has been filed shall extend the closing date for the submission of bids until 5 days after the Secretary's final determination. Within 10 days after hearing the Secretary will make a determination and transmit it in writing to the public body and to the interested parties. This determination shall be final unless within 10 days an appeal is filed with the Appeals Board.

(c) If, after a contract has been awarded, it is deemed advisable by the public body because of unforeseen construction development to list an additional classification and wage rate therefor the public body shall request, in writing, a determination thereof by the Secretary. A copy of this request shall be given to interested parties and shall also be posted at an appropriate place at the site of the public work project. The Secretary will thereupon give consideration to the request and if he determines that the additional classification requested is necessary, he will determine the classification and wage rate therefor and notify the interested parties of his determination, which shall be effective as of the date on which it is made. Additional classifications shall be made in conformity with this procedure.

#### **Cross References**

This section cited in 34 Pa. Code § 9.103 (relating to required provisions).

#### **§ 9.108. Posting of wage rates.**

The contractors and subcontractors on the public work project shall post a notice or notices in the manner and form prescribed by § 9.103 (relating to required provisions). This notice is to be clearly legible and placed in a prominent and easily accessible place at the site of the public work project and at places used by them to pay workmen their wages.

#### **Cross References**

This section cited in 34 Pa. Code § 9.104 (relating to duty of the public body).

#### **§ 9.109. Records and inspection.**

The accurate record of employment and wage payments required to be kept and preserved by contrac-

tors and subcontractors on public work shall include at least the following information:

(1) The name, address and social security number of each workman.

(2) The craft, if applicable, the classification within each craft, and any other classification including apprenticeship, at which the workman worked. These records shall show the number of hours in each day, specified by actual calendar date, during which each workman worked and if he worked in more than one craft or classification for which different rates were payable the records shall show the number of hours in each day as aforesaid in which he worked at the different crafts or classifications. Time cards of employes shall be kept and preserved as records required by the act and this subchapter. In addition, the original signed indentures for each apprentice and the approvals of the Pennsylvania Apprenticeship and Training Council shall be kept. The records shall be preserved for 2 years from date of payment and shall be open at all reasonable hours for inspection by the public body awarding the contract and by the Secretary, and shall be made easily accessible within this Commonwealth within a period of 7 days from the date on which the Secretary requests in writing that these records be made so available.

#### **§ 9.110. Certification of rate of wage and payment by contractor or subcontractor.**

(a) It is the duty of the treasurer or other officer charged with the custody and disbursement of public funds applicable to the public work contract under and pursuant to which payment is made, to require the contractor and subcontractor to file a statement each week and a final statement at the conclusion of the work on the contract with the contracting agency under oath in form satisfactory to the Secretary certifying that workmen have been paid wages in strict conformity with the contract as prescribed by § 9.103(7) (relating to required provisions) or if wages remain unpaid to set forth the amount of wages due and owing to each workman respectively.

(b) It is the duty of the treasurer or other officer charged with the custody and disbursement of public funds to withhold the amount of wages unpaid or not paid in accordance with § 9.103 for the benefit of the workman whose wages have not been paid by the contractor and he may pay directly to a workman the amount shown to be due him. Each contractor and subcontractor shall also certify that he is not receiving or requiring, or will not receive or require, directly or indirectly, from a workman a refund of the minimum wage.

(c) A contractor or subcontractor who shall, under oath, verify the statements required to be filed under section 10 of the act (43 P. S. § 165-10) which are known to him to be false, shall be guilty of a misdemeanor, and shall, upon conviction, be sentenced to pay a fine of not exceeding \$2,500 or to undergo imprisonment not exceeding 5 years, or both.

#### **§ 9.111. Remedies and penalties.**

(a) It is the duty of the Secretary where a timely protest has been filed by a workman that he has been paid less than the general prevailing minimum wage rate, to investigate the matter and determine whether or not there has been a failure to pay the general prevailing minimum wage rate and whether this failure was intentional or otherwise. The Secretary will hold appropriate hearings upon due notice to interested parties including the workman, the employer and their respective representatives, if any. If the Secretary, after hearing, has determined that the failure to pay the general prevailing minimum wage rate was not intentional he shall afford the person or firm a reasonable opportunity to adjust the matter by making payment to the workmen or providing adequate security to insure payment. If the Secretary determines that the failure to pay the general prevailing minimum wage rates intentional, he will thereupon notify the public bodies of the names of the persons or firms and no contract may be awarded to the person or firms or to a firm, corporation or partnership in which the person or firms have an interest until 3 years have elapsed from the date of the notice to the public bodies. The Secretary may, in addition thereto, request the Attorney General to proceed to recover the penalties for the Commonwealth of Pennsylvania which are payable under section 11(f) of the act (43 P. S. 16511(f)).

(b) The following constitutes substantial evidence of intentional failure to pay prevailing wage rates:

(1) Acts of omission or commission done willfully or with a knowing disregard of the rights of workmen resulting in the payment of less than prevailing wage rates.

(2) If the Secretary has made a finding that a person or firm has failed to pay the general prevailing minimum wage rate as determined by the Secretary in accordance with the act, and thereafter a person or firm continues to fail to pay the prevailing wages or a person or firm fails to comply with an opportunity to adjust differences which shall be afforded him by the Secretary.

(c) If the Secretary has determined that a person or firm has failed to pay the prevailing wages under section 11(e) and (f) of the act (43 P. S. § 165(e) and 165(f)), he may direct the public body to terminate, and the public body may terminate, the contractor's right to proceed with the public work.

### **Notes of Decisions**

#### *Statute of Limitations*

There is no language in this regulation which provides for a statute of limitations applicable to the Department of Labor and Industry's initiation of enforcement actions for underpayment of workers. *Linde Enter., Inc. v. Prevailing Wage Appeals Board*, 676 A.2d 310 (Pa. Cmwlth. 1996).

#### **§ 9.112. Workmen's rights.**

(a) A workman who has been paid less than the general prevailing minimum wage rate for his job classification as specified in the contract or who has not been paid, may file a protest, in writing with the Secretary within 3 months of the date of the occurrence, objecting to the payment to a contractor to the extent of the amount due or to become due to him as wages for work performed on the public work project. If the formal protest is filed with the Secretary, it is the duty of the Secretary to direct the fiscal or financial officer of the public body or the person charged with the custody of the disbursement of the funds of the public body, to deduct the money so due and owing from the whole amount or of any payment due the contractor.

(b) Any workmen paid less than the rates specified in the contract shall have a 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 6 months from the occurrence of the event creating the right.

### **Notes of Decisions**


#### *Statute of Limitations*

There is no language in this regulation which provides for a statute of limitations applicable to the Department of Labor and Industry's initiation of enforcement actions for underpayment of workers. *Linde Enter., Inc. v. Prevailing Wage Appeals Board*, 676 A.2d 310 (Pa. Cmwlth. 1996).

## WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Contractor or  Subcontractor (Please check one)

**ALL INFORMATION MUST BE COMPLETED**

CONTRACTOR  ADDRESS	SUBCONTRACTOR  ADDRESS	 DEPARTMENT OF <b>LABOR &amp; INDUSTRY</b> <small>COMMONWEALTH OF PENNSYLVANIA</small> BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGE DIVISION 7TH & FORSTER STREETS HARRISBURG, PA 17120 1-800-932-0665
PAYROLL NUMBER	WEEK ENDING DATE	PROJECT AND LOCATION
		PROJECT SERIAL # <span style="float: right;">PROJECT #</span>

EMPLOYEE NAME	APPR. RATE (%)	WORK CLASSIFICATION	DAY AND DATE							S-TIME 0-TIME	BASE HOURLY RATE	TOTAL FRINGE BENEFITS (C=Cash) (FB=Contributions)*	TOTAL DEDUCTIONS	GROSS PAY FOR PREVAILING RATE JOB(S)	CHECK #
			HOURS WORKED EACH DAY												
											C:  FB:				
											C:  FB:				
											C:  FB:				
											C:  FB:				
											C:  FB:				

\*SEE REVERSE SIDE

PAGE NUMBER \_\_\_\_\_ OF \_\_\_\_\_

**THE NOTARIZATION MUST BE COMPLETED ON FIRST AND LAST SUBMISSIONS ONLY. ALL OTHER INFORMATION MUST BE COMPLETED WEEKLY.**

\*FRINGE BENEFITS EXPLANATION (FB): Bona fide benefits contribution, except those required by Federal or State Law (unemployment tax, workers' compensation, income taxes, etc.)

Please specify the type of benefits provided and contributions per hour:

- 1) Medical or hospital care \_\_\_\_\_
- 2) Pension or retirement \_\_\_\_\_
- 3) Life insurance \_\_\_\_\_
- 4) Disability \_\_\_\_\_
- 5) Vacation, holiday \_\_\_\_\_
- 6) Other (please specify) \_\_\_\_\_

**CERTIFIED STATEMENT OF COMPLIANCE**

1. The undersigned, having executed a contract with \_\_\_\_\_  
(AWARDING AGENCY, CONTRACTOR OR SUBCONTRACTOR)

\_\_\_\_\_ for the construction of the above-identified project, acknowledges that:

- (a) The prevailing wage requirements and the predetermined rates are included in the aforesaid contract.
- (b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility.
- (c) It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in any subcontract or lower tier subcontract for this project.

2. The undersigned certifies that:

- (a) Neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the PA Prevailing Wage Act, Act of August 15, 1961, P.L. 987 as amended, 43 P.S. § 165-11(e).
- (b) No part of this contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation or partnership in which such subcontractor has an interest is debarred pursuant to the aforementioned statute.

3. The undersigned certifies that:

(a) the legal name and the business address of the contractor or subcontractor are: \_\_\_\_\_

(b) The undersigned is:  a single proprietorship  a corporation organized in the state of \_\_\_\_\_  
 a partnership  other organization (describe) \_\_\_\_\_

(c) The name, title and address of the owner, partners or officers of the contractor/subcontractor are:

NAME	TITLE	ADDRESS

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the PA Prevailing Wage Act of August 15, 1961, P.L. 987, as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17.

\_\_\_\_\_  
 (DATE)

\_\_\_\_\_  
 (SIGNATURE)

\_\_\_\_\_  
 (TITLE)

\_\_\_\_\_  
 SEAL

Taken, sworn and subscribed before me this \_\_\_\_\_ Day  
 of \_\_\_\_\_ A.D., \_\_\_\_\_

# THE APPRENTICESHIP AND TRAINING ACT



DEPARTMENT OF  
**LABOR & INDUSTRY**  
COMMONWEALTH OF PENNSYLVANIA

BUREAU OF LABOR LAW COMPLIANCE

# "THE APPRENTICESHIP AND TRAINING ACT"

Act of 1961, P.L. 604, No. 304

## AN ACT

Relating to apprenticeship and training; creating a State Apprenticeship and Training Council in the Department of Labor and Industry to formulate an apprenticeship and training policy and program, and defining its powers and duties and providing for administration.

The General Assembly of the Commonwealth of Pennsylvania hereby enacts as follows:

### **Section 1. Declaration of Policy.**

It is declared to be the policy of this act,

(1) to encourage the development of an apprenticeship and training system through the voluntary cooperation of management and labor and interested State agencies and in cooperation with other states and the Federal Government;

(2) to provide for the establishment and furtherance of standards of apprenticeship and training to safeguard the welfare of apprentices and trainees;

(3) to aid in providing maximum opportunities for unemployed and employed persons to improve and modernize their work skills; and

(4) to contribute to a healthy economy by aiding in the development and maintenance of a skilled labor force sufficient in numbers and quality to meet the expanding needs of Pennsylvania industry and to attract new industry.

### **Section 2. Short Title.**

This act shall be known and may be cited as "The Apprenticeship and Training Act."

### **Section 3. State Apprenticeship and Training Council.**

There is hereby created a State Apprenticeship and Training Council (hereinafter called "The Council") as a departmental agency in the Department of Labor and Industry to be composed of eleven members who shall be appointed by the Governor. Four members shall be representatives of employes and four members shall be representatives of employers and three members shall be representatives of the general public. Members of the council, other than the ex-officio members, shall be appointed for a term of four years and until their successors are appointed, except that two of the original members shall be appointed for a term of one year, two for a term of two years, and two for a term of three years, and two for a term of four years. Members of the council shall be eligible for reappointment. In case of a vacancy, the Governor shall make an appointment for the unexpired term. A Deputy Secretary of the Department of Labor and Industry, the Director of the State Employment Service of the Bureau of Employment Security of the Department of Labor and Industry, the Executive Director of the Advisory Board on Problems of Older Workers of the Department of Labor and Industry, and the Coordinator of Industrial Education of the Department of Public Instruction, and Chief of the Bureau of Rehabilitation of the Department of Labor and Industry, shall be ex-officio members of the council but shall not be entitled to vote, except that in the event of a tie vote, the Deputy Secretary of Labor and Industry shall have the right to cast the tie-breaking vote. The council shall organize immediately upon its appointment, and annually thereafter, by the election of one of its members as chairman and another as vice-chairman, one of whom shall be a representative of employes and the other a representative of employers. Each member of the State Apprenticeship and Training Council, except ex-officio members, shall receive actual traveling expenses and per diem compensation at the rate of twenty-five dollars (\$25) per day for the time actually devoted to the business of the council.

#### **Section 4. Powers and Duties.**

(a) The council shall

(1) establish standards for apprenticeship in conformity with the provisions of this act and applicable statutes and regulations of the Federal Government;

(2) adopt such rules and regulations, subject only to the approval of the Secretary of Labor and Industry, as may be necessary to carry out the intent and purpose of this act;

(3) compile such data on population and employment trends, industrial production, vocational and industrial education and job requirements as may be deemed necessary to carry out the intent and purpose of this act;

(4) to terminate or cancel any apprenticeship agreements in accordance with the provisions of such agreements or order modifications of such agreements;

(5) maintain close liaison with Bureau of Apprenticeship and Training, the United States Department of Labor, the State Board of Vocational Education, the Department of Public Instruction, the Department of Commerce, Bureau of Rehabilitation of the Department of Labor and Industry, and Juvenile Forestry Camps under the Department of Public Welfare, and such other agencies which carry on programs closely related to the purposes of this act;

(6) conduct studies, surveys and investigations of the special problems of retraining or training unemployed or employed persons to improve or modernize work skills and make appropriate recommendations to cooperating agencies described above, local community organizations, local school boards and the Secretary of Labor and Industry;

(7) act as a convening agency in local communities to bring together local representatives of employes, employers, educational agencies and industrial development agencies in order to promote closer local cooperation in establishing better apprenticeship and other training programs including programs for employed persons who wish to improve and modernize their work skills;

(8) use appropriate media of information and education to acquaint employers, employes and the public at large with the advantages and availability of apprenticeship and other occupational training programs;

(9) study the effectiveness of apprenticeship agreements and make recommendations in accordance with the provisions of such agreements for their improvement; and

(10) perform such other duties as may be necessary to give full effect to the provisions of this act.

(b) The council shall make a report to the Secretary of the Department of Labor and Industry, on or before February fifteenth, each year, indicating the extent of apprenticeship and other occupational training programs during the previous year, trends in employment requiring adjustments in apprenticeship training and other occupational programs, needs for expansion of apprenticeship and other occupational training programs, activities of the council and such recommendations as are in accord with the purposes of this act.

(c) No action affecting the status of an agreement shall be taken by the council until an attempt has been made to bring the employes and employer together to settle the problem in conformity with the standards of the council.

Compiler's Note: The Department of Commerce, referred to in subsec. (a), was renamed the Department of Community and Economic Development by Act 58 of 1996.



## **Section 5. Meetings.**

Meetings of the council shall be held monthly and as often as is necessary in the opinion of the majority of the council. The chairman shall designate the time and place of the meetings and the secretary shall notify all council members at least one week in advance of each meeting. A majority of the voting membership of the council shall constitute a quorum if at least one representative from both the employe and employer groups is present.

## **Section 6. Administration.**

The Secretary of the Department of Labor and Industry shall appoint a Director of Apprenticeship and Training who shall be responsible to the Secretary of Labor and Industry in carrying out the provisions of this act and who shall serve as ex-officio secretary of the council. The Secretary of the Department of Labor and Industry is authorized to appoint or make available to the Director of Apprenticeship and Training such clerical, technical and professional services necessary to the performance of his duties.

## **Section 7. Director Duties.**

The Director of Apprenticeship and Training shall carry out the purposes of this act. His duties shall include, but shall not be limited to,

- (1) encouragement and promotion of the standards established in accordance with this act and with the basic standards of the Federal Committee on Apprenticeship;
- (2) bringing about the settlement of differences arising out of apprenticeship agreements when the differences cannot be adjusted locally or in accordance with established trade procedure;
- (3) supervision of the execution of agreements and maintenance of standards;
- (4) registration of apprenticeship agreements as the council shall authorize as conforming to the established standards;
- (5) keeping a record of apprenticeship agreements and, upon performance thereof, issuing certificates of completion of apprenticeship;
- (6) execution of the actions of the council in all of its powers and duties under section 4 of this act;
- (7) encouragement of liaison and cooperation between all private, State and Federal agencies concerned with apprenticeship, trade and industrial training;
- (8) promotion of employe, employer and public awareness of apprenticeship and other occupational training; and
- (9) keeping a record of the progress of apprenticeship and training programs initiated in accordance with the provisions of this act and informing the council periodically as to the results.

## **Section 8. Limitation.**

The provisions of this act shall apply only to persons, copartnerships, associations, corporations and political subdivisions, and employer associations or organizations or associations of employes as voluntarily elect to conform with its provisions.

## **Section 9. General Repeal.**

All acts or parts of acts inconsistent herewith are hereby repealed.

**Section 10.** This act shall become effective June 1, 1961.

# REGULATIONS GOVERNING APPRENTICESHIP AND TRAINING PROGRAMS



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF LABOR AND INDUSTRY  
BUREAU OF LABOR LAW COMPLIANCE

1997 EDITION

## **PART IV. APPRENTICESHIP AND TRAINING COUNCIL**

<b>Chap.</b>		<b>Sec.</b>
<b>81.</b>	<b>EQUAL OPPORTUNITY IN APPRENTICESHIP PROGRAMS .....</b>	<b>81.1</b>
<b>83.</b>	<b>WELFARE OF APPRENTICES .....</b>	<b>83.1</b>

### **CHAPTER 81. EQUAL OPPORTUNITY IN APPRENTICESHIP PROGRAMS**

#### **GENERAL PROVISIONS**

- Sec.
- 81.1. Purpose.
  - 81.2. Scope.
  - 81.3. Definitions.

#### **EQUAL OPPORTUNITY STANDARDS**

- 81.11. Obligation of sponsors.
- 81.12. Equal opportunity pledge.
- 81.13. Programs currently registered.
- 81.14. Sponsors seeking new registration.
- 81.15. Programs subject to approved equal employment opportunity plans.
- 81.16. Programs with fewer than five apprentices.

#### **AFFIRMATIVE ACTION PLANS**

- 81.21. Affirmative action defined; adoption of plan.
- 81.22. Outreach and positive recruitment.
- 81.23. Goals and timetables—when required.
- 81.24. Analysis to determine if deficiencies exist.
- 81.25. Goals and timetables—establishment, attainment.
- 81.26. Availability of information.

#### **SELECTION OF APPRENTICES**

- 81.31. Obligation of sponsors.
- 81.32. Selection on basis of rank from pool of eligible applicants.
- 81.33. Random selection from pool of eligible applicants.
- 81.34. Selection from pool of current employees.
- 81.35. Alternative selection methods.

#### **MAINTENANCE OF ELIGIBILITY LIST**

- 81.41. Existing list of eligibles.
- 81.42. Public notice of eligibility pools.
- 81.43. Retention of applicants on list; reporting for work.

## **RECORDS**

- 81.51. Obligations of sponsors.
- 81.52. Affirmative action plans.
- 81.53. Qualification standards.
- 81.54. Maintenance of records.
- 81.55. Records of the Council.

## **COMPLIANCE**

- 81.61. Conduct of compliance reviews.
- 81.62. Compliance review as part of registration.
- 81.63. Voluntary compliance.
- 81.64. Noncompliance with Federal or State requirements.

## **COMPLAINT PROCEDURES**

- 81.71. Filing.
- 81.72. Establishment of private review body.
- 81.73. Processing of complaints.

## **SANCTIONS**

- 81.81. When sanctions will be imposed.
- 81.82. Deregistration procedures.
- 81.83. Conduct of hearings.

## **MISCELLANEOUS PROVISIONS**

- 81.91. Special processing for compliance review or complaint processing.
- 81.92. Reinstatement of program registration.
- 81.93. Intimidatory or retaliatory acts.
- 81.94. Nondiscrimination.
- 81.95. Requests for exemptions.

### **Authority**

The provisions of this Chapter 81 issued under section 4 of The Apprenticeship and Training Act (43 P. S. § 90.4), unless otherwise noted.

### **Source**

The provisions of this Chapter 81 adopted June 23, 1971, 1 Pa.B. 1500, amended through March 16, 1979, 9 Pa.B. 814, unless otherwise noted.

### **Cross References**

This chapter cited in 34 Pa. Code § 83.3 (relating to eligibility and procedure for council registration); 34 Pa. Code § 83.7 (relating to deregistration of council-registered programs); and 34 Pa. Code § 83.10 (relating to compliance).

## GENERAL PROVISIONS

### § 81.1. Purpose.

The purpose of the policies and procedures set forth in this chapter is to promote equality of opportunity in apprenticeship by prohibiting discrimination based on race, color, religion, national origin or sex in apprenticeship programs, by requiring affirmative action to provide equal opportunity in such apprenticeship programs, and by coordinating such policies and procedures with other equal opportunity programs.

### § 81.2. Scope.

This chapter sets forth policies and procedures to promote equality of opportunity in apprenticeship programs registered with the Council. These policies and procedures apply to the recruitment and selection of apprentices, and to all conditions of employment and training during apprenticeship, and the procedures established provide for review of apprenticeship programs, for registering apprenticeship programs, and for deregistering noncomplying apprenticeship programs.

### § 81.3. Definitions.

The following words and terms, when used in this chapter, have the following meanings, unless the context clearly indicates otherwise:

*Apprenticeship program*—A program registered with the Council and evidenced by a Certificate of Registration or other appropriate document as meeting the apprenticeship standards of the Council.

*Council*—The Apprenticeship and Training Council of the Commonwealth.

*Director*—Any authorized person legally appointed to supervise the activities of the Council.

*Employer*—Any person or organization employing an apprentice whether or not the apprentice is enrolled with such person or organization or with some other person or organization.

*Minority*—One of four major ethnic groups other than Caucasian, namely Negro, American Indian, Oriental and Spanish American or a person, regardless of race, who is handicapped with a nonjob-related disability. The term "Spanish American" or "Spanish-surnamed American" is deemed to include all persons of Mexican, Puerto Rican, Spanish or Cuban origin.

*Nonjob-related disability*—Any handicap or disability which does not substantially interfere with the ability to perform the essential functions of the employment which a handicapped person applies for, is engaged in, or has been engaged in.

*Sponsor*—Any person or organization operating an apprenticeship program, irrespective of whether the person or organization is an employer.

## EQUAL OPPORTUNITY STANDARDS

### § 81.11. Obligation of sponsors.

Each sponsor of an apprenticeship program shall be responsible for the following:

(1) The recruitment, selection, employment, and training of apprentices during their apprenticeship, without discrimination because of race, color, religion, national origin, sex or nonjob-related disability.

(2) The uniform application of rules and regulations concerning apprentices, including but not limited to, equality of wages, periodic advancement, promotion, assignment of work, job performance, rotation among all work processes of the trade, imposition of penalties or other disciplinary action, and

all other aspects of apprenticeship program administration by the program sponsor.

(3) The taking of affirmative action to provide equal opportunity in apprenticeship, including adoption of an affirmative action plan as required by this chapter.

#### **§ 81.12. Equal opportunity pledge.**

Each sponsor of an apprenticeship program shall include in its standards the following equal opportunity pledge:

The recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, sex or nonjob-related disability. The sponsor shall take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the *Code of Federal Regulations*, Part 30 and equal employment opportunity regulations of the Commonwealth of Pennsylvania.

#### **Cross References**

This section cited in 34 Pa. Code § 81.13 (relating to programs currently registered).

#### **§ 81.13. Programs currently registered.**

Each sponsor of a program registered with the Council shall, within 6 months following the effective date of this chapter, take the following actions:

(1) Include in the standards of its apprenticeship program the equal opportunity pledge prescribed in § 81.12 (relating to equal opportunity pledge).

(2) Adopt an affirmative action plan as required in this chapter.

(3) Adopt a selection procedure as required in this chapter. A sponsor adopting one of the selection methods specified in §§ 81.32–81.34 (relating to selection of apprentices) shall prepare, and have available for submission upon request, copies of its amended standards, affirmative action plans and selection procedure. A sponsor adopting a selection method under § 81.35 (relating to alternative selection methods) shall submit to the Council copies of its standards, affirmative action plan, and selection procedure.

#### **§ 81.14. Sponsors seeking new registration.**

A sponsor of a program seeking new registration with the Council shall submit copies of its proposed standards, affirmative action plan, selection procedures, and such other information as may be required. The program will be registered if such standards, affirmative action plan and selection procedure meet the requirements of this chapter.

#### **§ 81.15. Programs subject to approved equal employment opportunity plans.**

A sponsor shall not be required to adopt an affirmative action plan or a selection procedure as specified in this chapter if it submits to the Council satisfactory evidence that it is subject to an equal employment opportunity program providing for the selection of apprentices and for affirmative action in apprenticeship including goals and timetables for women and minorities which has been approved as meeting the requirements of Title VII of the Civil Rights Act of 1964 (42 U.S.C.A. § 2000e et seq.) or Executive Order 11246, as amended (30 FR 12319; 32 FR 12986) and the implementing regulations published in 29 CFR Chapter XIV, and 41 CFR, Chapter 60; provided, that programs approved, modified, or renewed subsequent to the effective date of this amendment will qualify for this exception only if the goals and timetables for minorities and women for the selection of apprentices provided for in such programs are equal to or greater than the goals required under this part.

**§ 81.16. Programs with fewer than five apprentices.**

A sponsor of a program in which fewer than five apprentices are indentured will not be required to adopt a written affirmative action plan or a selection procedure as specified in this chapter; provided that such program was not adopted to circumvent the requirements of this chapter.

**AFFIRMATIVE ACTION PLANS**

**§ 81.21. Affirmative action defined; adoption of plan.**

(a) Affirmative action is not mere passive nondiscrimination. It includes procedures, methods and programs for the identification, positive recruitment, training and motivation of present and potential minority and female apprentices. It is action which will equalize opportunity in apprenticeship so as to follow full utilization of the work potential of minorities and women. The overall result to be sought is equal opportunity in apprenticeship for all individuals participating in or seeking entrance to the nation's labor force.

(b) The commitment of a sponsor to equal opportunity in recruitment, selection, employment and training of apprentices shall include the adoption of a written affirmative action plan.

**§ 81.22. Outreach and positive recruitment.**

(a) An acceptable affirmative action plan shall include adequate provision for outreach and positive recruitment that would reasonably be expected to increase minority and female participation in apprenticeship by expanding the opportunity of minorities and women to become eligible for apprenticeship selection. In order to achieve these objectives, sponsors shall undertake activities such as those listed in subsection (b). It is not contemplated that each sponsor necessarily will include all of the listed activities in its affirmative action program. The scope of the affirmative action program will depend on all the circumstances including the size and type of the program and its resources; however, the sponsor shall be required to undertake a significant number of appropriate activities in order to enable it to meet its obligation under this chapter.

(b) The affirmative action plan shall set forth the specific steps the sponsor intends to take in the following areas:

(1) Dissemination of information concerning the nature of apprenticeship, availability of apprenticeship, opportunities, sources of apprenticeship applications and the equal opportunity policy of the sponsor. For programs accepting applications only at specified intervals, such information shall be disseminated at least 30 days in advance of the earliest date for application at each interval. For programs customarily receiving applications throughout the year, such information shall be regularly disseminated but not less than semiannually. Such information shall be given to the Council, local schools, employment service offices, women's centers, public or private rehabilitation centers and community organizations which can effectively reach minorities and women, and published in newspapers which are circulated in the minority community and among women, as well as the general areas in which the program sponsor operates.

(2) Participation in annual workshops conducted by employment service agencies for the purpose of familiarizing school, employment service, and other appropriate personnel with the apprenticeship system and current opportunities therein.

(3) Cooperation with local school boards and vocational education systems to develop programs for preparing students to meet the standards and criteria required to qualify for entry into apprenticeship programs.

(4) Internal communication of the equal opportunity policy of the sponsor in such a manner as to foster understanding, acceptance, and support among the sponsor's various officers, supervisors, employees, and members and to encourage such persons to take the necessary action to aid the sponsor in meeting its obligations under this chapter.

(5) Engaging in programs such as outreach for the positive recruitment and preparation of potential applicants for apprenticeships. Where appropriate and feasible, such programs shall provide for pretesting experience and training. If no such programs are in existence, the sponsor shall seek to initiate these programs. In initiating and conducting such programs, the sponsor may be required to work with other sponsors and appropriate community organizations. The sponsor shall also initiate programs to prepare women and encourage women to enter traditionally male programs.

(6) In order to encourage the establishment and utilization of programs of preapprenticeship, preparatory trade training, or others designed to afford related work experience or to prepare candidates for apprenticeship, a sponsor shall make appropriate provision in its affirmative action plan to assure that those who complete such programs are afforded full and equal opportunity for admission into the apprenticeship program.

(7) Utilization of journeymen to assist in the implementation of the affirmative action program of the sponsor.

(8) Granting advance standing or credit on the basis of previously acquired experience, training, skills or aptitude for all applicants equally.

(9) Admission to apprenticeship programs of persons whose age exceeds the maximum age for admission to the program, where such action is necessary to assist the sponsor in achieving its affirmative action obligations.

(10) Such other action as to ensure that the recruitment, selection, employment, and training of apprentices during apprenticeship shall be without discrimination because of race, color, religion, national origin, sex or nonjob-related disability. This may include general publication of apprenticeship opportunities and advantages in advertisements, industry reports, articles, and the like; use of present minority and female apprentices and journeypersons as recruiters; career counseling; periodic auditing of affirmative action programs and activities; and development of reasonable procedures between the sponsor and employers of apprentices to ensure that equal employment opportunity is being granted including reporting systems, on site reviews, briefing sessions, and the like. The affirmative action program shall set forth the specific steps the sponsor intends to take in the above areas under this section.

### **Cross References**

This section cited in 34 Pa. Code § 81.42 (relating to public notice of eligibility pools).

#### **§ 81.23. Goals and timetables—when required.**

(a) A sponsor adopting one of the selection methods specified in §§ 81.32 and 81.33 (relating to selection on basis of rank from pool of eligible applicants; random selection from pool of eligible applicants) and which determines on the basis of the analysis described in § 81.24 (relating to analysis to determine if deficiencies exist) that it has deficiencies in terms of underutilization of minorities or women—minority and nonminority—or both, in the craft or crafts represented by the program shall include in its affirmative action plan percentage goals and timetables for the admission of minority and female—minority and nonminority—applicants into the eligibility pool.

(b) A sponsor adopting one of the selection methods specified in §§ 81.34 and 81.35 (relating to selection from pool of current employees; alternative selection methods) and which determines on the basis of the analysis described in § 81.24 (relating to analysis to determine if deficiencies exist) that it has deficiencies in terms of the underutilization of minorities or women, or both, in the craft or crafts represented by the program shall include in its affirmative action plan percentage goals and timetables for the selection of minorities or women—minority and nonminority—or both, applicants for the apprenticeship program.



(c) "Underutilization" as used in this section refers to the situation where there are fewer minorities or women—minority and nonminority—or both, in the particular craft or crafts represented by the program than would reasonably be expected in view of an analysis of the factors specified in § 81.24 (relating to analysis to determine if deficiencies exist). Where, on the basis of such analysis, the sponsor determines that it has no deficiencies, goals, and timetables need not be established; however, where no goals and timetables are established, the affirmative action plan shall include a detailed explanation why no goals and timetables have been established.

(d) Where the sponsor fails to submit goals and timetables as part of its affirmative action plan or submits goals and timetables which are unacceptable, and the Council determines that the sponsor has deficiencies in terms of underutilization of minorities or women—minority and nonminority, the Council shall establish goals and timetables applicable to the sponsor for the admission of minority and female—minority and nonminority—applicants into the eligibility pool or selection of apprentices, as appropriate. The sponsor shall make good faith efforts to attain these goals and timetables.

### **Cross References**

This section cited in 34 Pa. Code § 81.33 (relating to random selection from pool of eligible applicants); 34 Pa. Code § 81.34 (relating to selection from pool of current employees); and 34 Pa. Code § 81.35 (relating to alternative selection methods).

### **§ 81.24. Analysis to determine if deficiencies exist.**

The determination by the program sponsor as to whether goals and timetables need to be established shall be based on an analysis of at least the following factors, which analysis shall be set forth in writing as part of the affirmative action plan:

- (1) The minority and female—minority and nonminority—population of the labor market area in which the program sponsor operates.
- (2) The size of the minority and female—minority and nonminority—labor force in labor market area of the sponsor.
- (3) The percentage of minority and female—minority and nonminority—participation as apprentices in the particular craft as compared with the percentage of minorities in the labor force in the labor market area of the sponsor.
- (4) The percentage of minority and female—minority and nonminority—participation as journeymen employed by the employer or employers participating in the program as compared with the percentage of minorities in the labor market area of the sponsor and the extent to which the sponsor should be expected to correct any deficiencies through the achievement of goals and timetables for the selection of apprentices.
- (5) The general availability of minorities and women—minority and nonminority—with present or potential capacity for apprenticeship in the labor market area, of the sponsor.

### **Cross References**

This section cited in 34 Pa. Code § 81.23 (relating to goals and timetables—when required); 34 Pa. Code § 81.33 (relating to random selection from pool of eligible applicants); and 34 Pa. Code § 81.34 (relating to selection from pool of current employees).

### **§ 81.25. Goals and timetables—establishment, attainment.**

Goals and timetables shall be established on the basis of an analysis by the sponsor of its underutilization of minorities and women and its entire affirmative action program. A single goal for minorities and a

separate single goal for women is acceptable unless a particular group is employed in a substantially disparate manner, in which case separate goals shall be established for such group. Such separate goals would be required, for example, if a specific minority group of women were underutilized even though the sponsor had achieved its standards for women generally. In establishing the goals, the sponsor should consider the results which could be reasonably expected from its good faith efforts to make its overall affirmative action program work. Compliance with these requirements shall be determined by whether the sponsor has met its goals within its timetable, or failing that, whether it had made good faith efforts to meet its goals and timetables. Its "good faith efforts" will be judged by whether it is following its affirmative action program and attempting to make it work, including evaluation and changes in its program where necessary to obtain the maximum effectiveness toward the attainment of its goals; however, in order to deal fairly with program sponsors and with women who are entitled to protection under the goals and timetables requirements, during the first 12 months after the effective date of this chapter, the program sponsor would generally be expected to set a goal for women for the entering-year class at a rate which is not less than 50% of the proportion women comprise of the work force in the program sponsor's labor market area and to set a percentage goal for women in each class beyond the entering class which is not less than the participation rate of women currently in the preceding class. At the end of the first 12 months after the effective date of this chapter, sponsors are expected to make appropriate adjustments in goal levels. In establishing the goals, the sponsor should consider the results which could be reasonably expected from its good faith efforts to make its overall affirmative action program work. Compliance with these requirements will be determined by whether the sponsor has met its goals within its timetable or, failing that, whether it had made good faith efforts to meet its goals and timetables. Its "good faith efforts" will be judged by whether it is following its affirmative action program and attempting to make it work, including evaluation and changes in its program where necessary to obtain the maximum effectiveness toward the attainment of its goals.

#### **Cross References**

This section cited in 34 Pa. Code § 81.33 (relating to random selection from pool of eligible applicants); and 34 Pa. Code § 81.34 (relating to selection from pool of current employees).

#### **§ 81.26. Availability of information.**

The United States Department of Labor will make available to program sponsors data and information on minority and female-minority and nonminority-population and labor force characteristics for each Standard Metropolitan Statistical Area, and for other special areas as appropriate.

### **SELECTION OF APPRENTICES**

#### **§ 81.31. Obligation of sponsors.**

(a) In addition to the development of a written affirmative action plan to ensure that minorities have an equal opportunity for selection as apprentices and otherwise insure the prompt achievement of full and equal opportunity in apprenticeship, each sponsor shall further provide in its affirmative action program that the selection of apprentices shall be made in accordance with this chapter.

(b) Each sponsor shall adopt one of the methods for selecting apprentices specified in §§ 81.32–81.35 (relating to selection of apprentices).

#### **§ 81.32. Selection on basis of rank from pool of eligible applicants.**

The sponsor who adopts the method of selecting apprentices on the basis of rank from a pool of eligible applicants shall comply with the following:

(1) *Selection.* A sponsor may select apprentices from a pool of eligible applicants on the basis of the rank order of scores of applicants on one or more qualification standards where there is a significant statistical and practical relationship between rank order of scores and performance in the appren-

ticeship program. In demonstrating such relationship, the sponsor shall follow the procedures set forth in the United States Department of Labor Order of September 9, 1968 (33 FR 14392, September 24, 1968) covering the validation of employment tests of contractors and subcontractors subject to the provision of Executive Order 11246, as amended.

(2) *Creation of pool of eligibles.* A pool of eligibles shall be created from applicants who meet the qualifications of minimum legal working age or from applicants who meet qualification standards in addition to minimum legal working age and the sponsor's minimum physical requirements; provided that any additional qualification standards conform with the following requirements:

(i) *Qualification standards.* The qualification standards, and the procedures for determining such qualification standards shall be stated in detail and shall provide criteria for the specific factors and attributes to be considered in evaluating applicants for admission to the pool. The score required under each qualification standard for admission to the pool shall also be specified. All qualification standards, and the score required on any standard for admission to the pool, shall be directly related to job performance, as shown by a significant statistical and practical relationship between the score on the standards, and the score required for admission to the pool, and performance in the apprenticeship program. In demonstrating such relationships, the sponsor shall follow the procedures set forth in 41 CFR Part 60-3. Qualifications shall be considered as separately required so that the failure of an applicant to attain the specified score under a single qualification standard shall disqualify the applicant from admission to the pool.

(ii) *Aptitude tests.* Any qualification standard for admission to the pool consisting of aptitude test scores shall be directly related to job performance, as shown by significant statistical and practical relationships between the score on the aptitude tests, and the score required for admission to the pool, and performance in the apprenticeship program. In determining such relationships, the sponsor shall follow the procedures set forth in 41 CFR Part 60-3. This requirement shall also be applicable to aptitude tests utilized by a program sponsor which are administered by a State employment service agency; a private employment agency, or any other person, agency, or organization engaged in the selection or evaluation of personnel.

(iii) *Educational attainments.* All educational attainments or achievements as qualifications for admission to the pool shall be directly related to job performance, as shown by a significant statistical and practical relationship between the score, and the score required for admission to the pool, and performance in the apprenticeship program. In demonstrating such relationships, the sponsor shall meet the requirements of 41 CFR Part 60-3. School records or the results of general education development tests recognized by the State or local public instruction authority shall be evidence of educational achievement. Education requirements shall be applied uniformly to all applicants.

(3) *Oral interviews.* Oral interviews shall not be used as a qualification standard for admission into an eligibility pool; however, once an applicant is placed in the eligibility pool, and before he is selected for apprenticeship from the pool, the applicant may be required to submit to an oral interview. Oral interviews shall be limited only to such objective questions as may be required to determine the fitness of applicants to enter the apprenticeship program, but shall not include questions relating to qualifications previously determined in gaining entrance to the eligibility pool. When an oral interview is used, each interviewer shall record his questions, the general nature of answers, and shall prepare a summary of any conclusions. Applicants rejected from the pool of eligibles on the basis of an oral interview shall be given a written statement of such rejection, the reasons therefor, and the appeal rights available to the applicant.

(4) *Notification of applicants.* All applicants who meet the requirements for admission shall be notified and placed in the eligibility pool. The program sponsor shall give each rejected applicant notice of his rejection including the reasons for his rejection, the requirements for admission to the pool of eligibles, and the appeal rights available to the applicant.

(5) *Goals and timetable.* The sponsor shall establish, when required, percentage goals and timetables for the admission of minorities and women—minority and nonminority—to the pool of eligibles in accordance with the provisions of §§ 81.23–81.25 (relating to affirmative action plans). A sponsor shall be deemed to be in compliance with this paragraph if it meets its goals or timetables or if it makes a good faith effort to meet these goals and timetables. In the event of the failure of the sponsor to meet its goals and timetables, it shall be given an opportunity to demonstrate that it has made every good faith effort to meet its commitments. All the actions of the sponsor shall be reviewed and evaluated in determining whether such good faith efforts have been made.

### **Cross References**

This section cited in 34 Pa. Code § 81.13 (relating to programs currently registered); 34 Pa. Code § 81.23 (relating to goals and timetables—when required); 34 Pa. Code § 81.31 (relating to obligation of sponsors); 34 Pa. Code § 81.33 (relating to random selection from pool of eligible applicants); 34 Pa. Code § 81.34 (relating to selection from pool of current employes); 34 Pa. Code § 81.35 (relating to alternative selection methods); 34 Pa. Code § 81.41 (relating to existing list of eligibles); and 34 Pa. Code § 81.53 (relating to qualification standards).

### **§ 81.33. Random selection from pool of eligible applicants.**

The sponsor who adopts the method of a random selection of apprentices from a pool of eligible applicants shall comply with the following:

(1) *Selection.* A sponsor may select apprentices from a pool of eligible applicants on a random basis. The method of random selection shall be subject to approval by the Council. Supervision of the random selection process shall be by an impartial person or persons selected by the sponsor, but not associated with the administration of the apprenticeship program. The time and place of the selection and the number of apprentices to be selected shall be announced. The place of the selection shall be open to all applicants and the public. The names of apprentices drawn by this method shall be posted immediately following the selection at the place of business of the sponsor.

(2) *Other requirements.* The sponsor shall meet the requirements of §§ 81.23–81.25 and § 81.32(2)–(5).

### **Cross References**

This section cited in 34 Pa. Code § 81.13 (relating to programs currently registered); 34 Pa. Code § 81.23 (relating to goals and timetables—when required); 34 Pa. Code § 81.31 (relating to obligation of sponsors); 34 Pa. Code § 81.41 (relating to existing list of eligibles), and 34 Pa. Code § 81.53 (relating to qualification standards).

### **§ 81.34. Selection from pool of current employes.**

The sponsor who adopts the method of a selection of apprentices from a pool of current employes shall comply with the following:

(1) *Selection.* A sponsor may select apprentices from an eligibility pool of the workers already employed by the program sponsor in a manner prescribed by a collective bargaining agreement where such exists, or by the sponsor's established promotion policy. The sponsor adopting this method of selecting apprentices shall establish goals and timetables for the selection of minority and female apprentices, unless the sponsor concludes, in accordance with the provisions of §§ 81.23–81.25 (relating to affirmative action plans) that it does not have deficiencies in terms of underutilization of minorities or women—minority and nonminority—or both, in the apprenticeship of journeymen crafts represented by the program.

(2) *Goals and timetables.* The sponsor shall meet the requirements of § 81.32(5) (relating to selection on basis of rank from pool of eligible applicants).

## Cross References

This section cited in 34 Pa. Code § 81.13 (relating to programs currently registered); 34 Pa. Code § 81.31 (relating to obligation of sponsors); and 34 Pa. Code § 81.53 (relating to qualification standards).

### **§ 81.35. Alternative selection methods.**

A sponsor may select apprentices by any other method than those specified in this chapter, including its present selection method, if such sponsor complies with the following:

(1) *Selection method and goals and timetables.* Within 90 days of the effective date of this chapter, the sponsor shall submit to the Council a detailed statement of the revised selection method it proposes to use along with the rest of its written affirmative action program including, where required, its percentage goals and timetables for the selection of minority or female–minority and nonminority–or both, applicants for apprenticeship and its written analysis, upon which such goals and timetables, or lack thereof, are based. The establishment of goals and timetables shall be in accordance with the provisions of § 81.23 (relating to goals and timetables–when required). The sponsor may not implement any such selection method until the Council has approved the selection method as meeting the requirements of this section and has approved the remainder of its affirmative action program including its goals and timetables. If the Council fails to act upon the selection method and the affirmative action program within 30 days of its submission, the sponsor may implement the selection method on the effective date of this chapter.

(2) *Qualification standards.* Apprentices shall be selected on the basis of objective and specific qualification standards. Examples of such standards are fair aptitude tests, school diplomas, age requirements, occupationally essential physical requirements, fair interviews, school grades and previous work experience. Where interviews are used, adequate records shall be kept including a brief summary of each interview and the conclusions on each of the specific factors, such as motivation, ambition, and willingness to accept direction which are part of the total judgment.

(3) *Goals and timetables.* The sponsor shall meet the requirements of § 81.32(5) (relating to selection on basis of rank from pool of eligible applicants). Where a sponsor, despite its good faith efforts, fails to meet its goals and timetables within a reasonable period of time, the sponsor may be required to make appropriate changes in its affirmative action program to the extent necessary to obtain maximum effectiveness towards the attainment of its goals. The sponsor may also be required to develop and adopt an alternative selection method, including a method prescribed by the Council where it is determined that the failure of the sponsor to meet its goals is attributable in substantial part to the selection method. Where the sponsor’s failure to meet its goals is attributable in substantial part to its use of a qualification standard which had adversely affected the opportunities of minorities or women–minority and nonminority–or both, for apprenticeship, the sponsor may be required to demonstrate that such qualification standards are directly related to job performance in accordance with the provisions of § 81.32(2)(i) (relating to selection on basis of rank from pool of eligible applicants).

## Cross References

This section cited in 34 Pa. Code § 81.13 (relating to programs currently registered); 34 Pa. Code § 81.23 (relating to goals and timetables–when required); 34 Pa. Code § 81.31 (relating to obligation of sponsors); 34 Pa. Code § 81.41 (relating to existing list of eligibles); and 34 Pa. Code § 81.53 (relating to qualification standards).

## MAINTENANCE OF ELIGIBILITY LIST

### **§ 81.41. Existing list of eligibles.**

A sponsor adopting a selection method under § 81.32, § 81.33 or § 81.35, and who determines that there are fewer minorities on its existing lists of eligibles than would reasonably be expected after an

analysis to determine if deficiencies exist, shall discard all existing eligibility lists upon adoption of such selection method. Thereafter new eligibility pools shall be established.

**§ 81.42. Public notice of eligibility pools.**

(a) Sponsors shall establish a reasonable period of not less than 2 weeks for accepting applications for admission to an apprenticeship program.

(b) Lists of eligibility pools shall be posted at the place of business of the sponsor.

(c) There shall be at least 30 days of public notice in advance of the earliest date for application for admission to an apprenticeship program. Reference should be made to § 81.22 (relating to outreach and positive recruitment).

**§ 81.43. Retention of applicants on list; reporting for work.**

(a) Applicants who have been placed in a pool of eligibles shall be retained on lists of eligibles subject to selection for a period of 2 years. Applicants may be removed from the list at an earlier date by their request or following their failure to respond to an apprentice job opportunity given by registered return receipt mail notice.

(b) Applicants who have been accepted in the program shall be afforded a reasonable period of time in light of the customs and practices of the industry for reporting for work. All applicants shall be treated equally in determining such period of time. It shall be the responsibility of the applicant to keep the sponsor informed of his current mailing address.

(c) A sponsor may restore to the list of eligibles an applicant who has been removed from the list at his request or who has failed to respond to an apprenticeship job opportunity.

**RECORDS**

**§ 81.51. Obligations of sponsors.**

Each sponsor shall keep adequate records including a summary of the qualifications of each applicant, the basis for evaluation and for selection or rejection of each applicant, the records pertaining to interviews of operation of the apprenticeship program, including, but not limited to, job assignment, promotion, demotion, layoff, or termination, rates of pay, or other forms of compensation or conditions of work, and any other records pertinent to a determination of compliance with this chapter as may be required by the Council. The records pertaining to individual applicants, whether selected or rejected, shall be maintained in such manner as to permit identification of minority and female-minority and nonminority-participants.

**§ 81.52. Affirmative action plans.**

Each sponsor shall retain a statement of its affirmative action plan for the prompt achievement of full and equal opportunity in apprenticeship, including all data and analysis made pursuant to the requirements of this chapter. Sponsors shall periodically review their affirmative action plan and update it where necessary.

**§ 81.53. Qualification standards.**

Each sponsor shall maintain evidence that its qualification standards have been validated in accordance with the requirements in §§ 81.32–81.35 (relating to selection of apprentices).

**§ 81.54. Maintenance of records.**

The records required by this chapter and any other information relevant to compliance with this chapter shall be maintained for 5 years and made available upon request to the Council, United States Department of Labor or authorized representatives.

### **§ 81.55. Records of the Council.**

The Council shall keep adequate records, including registration requirements, approved individual program standards, standards registration actions, deregistration actions, program compliance reviews and investigations, individual program ethnic count, total apprenticeship ethnic count and any other records pertinent to a determination of compliance with this chapter as many as may be required by the United States Department of Labor and shall report such information to the United States Department of Labor, through the Office of the State Supervisor of the Bureau of Apprenticeship and Training, United States Department of Labor, semiannually.

## **COMPLIANCE**

### **§ 81.61. Conduct of compliance reviews.**

(a) The Council will regularly conduct systematic reviews of apprenticeship programs in order to determine the extent to which sponsors are complying with this chapter. The Council will also conduct compliance reviews when circumstances, including receipt of complaints not referred to a private review body pursuant to § 81.73(a) (relating to processing of complaints), so warrant, and take appropriate action regarding programs which are not in compliance with the requirements of this chapter.

(b) Compliance reviews will consist of comprehensive analysis and evaluations of each aspect of the apprenticeship program, including on site investigations and audits.

### **§ 81.62. Compliance review as part of registration.**

Sponsors seeking reregistration or new registration shall be subject to a compliance review by the Council as part of the registration process.

### **§ 81.63. Voluntary compliance.**

Where the compliance review indicates that the sponsor is not operating in accordance with this chapter, the Council will notify the sponsor in writing of the results of the review and make a reasonable effort to secure voluntary compliance on the part of the program sponsor within a reasonable time before undertaking any sanctions pursuant to this chapter. In the case of sponsors seeking new registration, the Council will provide appropriate recommendations to the sponsor to enable it to achieve compliance for registration purposes.

### **§ 81.64. Noncompliance with Federal or State requirements.**

A pattern or practice of noncompliance by a sponsor or where the sponsor is a joint apprenticeship committee, by one of the parties represented on such committee with Federal or State laws or regulations requiring equal opportunity may be grounds for the imposition of sanctions in accordance with §§ 81.81–81.83 (relating to sanctions) if the noncompliance is related to the equal employment opportunity of apprentices or graduates of such an apprenticeship program under this chapter. The sponsor shall take positive steps to assist and cooperate with employers and unions in fulfilling their equal employment opportunity obligations.

## **COMPLAINT PROCEDURES**

### **§ 81.71. Filing.**

(a) Any apprentice or applicant for apprenticeship who believes that he has been discriminated against on the basis of race, color, religion, national origin, sex or nonjob-related disability with regard to apprenticeship or that the equal opportunity standards with respect to his selection have not been followed in the operation of an apprenticeship program may, by the apprentice or by an authorized representative, file a complaint with the Council, or with a private review body established pursuant to § 81.72 (relating to

establishment of private review body). The complaint shall be in writing and shall be signed by the complainant. It shall include the name, address and telephone number of the person allegedly discriminated against, the program sponsor involved, and a brief description of the circumstances of the failure to apply the equal opportunity standards provided for in this chapter.

(b) The complaint shall be filed not later than 180 days from the date of the alleged discrimination of specified failure to follow the equal opportunity standards; and, in the case of complaints filed directly with review bodies designated by program sponsors to review such complaints, any referral of such complaints by the complainant to the Council shall occur within the time limitation stated in this subsection or 30 days from the final decision of such review body, whichever is later. The time may be extended by the Council for good cause shown.

(c) Subsection (a) supersedes 1 Pa. Code §§ 35.9 and 35.10 (relating to formal complaints generally).

#### **§ 81.72. Establishment of private review body.**

Sponsors are encouraged to establish fair, speedy and effective procedures for a review body to consider complaints of failure to follow the equal opportunity standards. A private review body established by the program sponsor for this purpose should number three or more responsible persons from the community serving in this capacity without compensation. Members of the review body should not be directly associated with the administration of an apprenticeship program. Sponsors may join together in establishing a review body to serve the needs of programs within the community.

#### **Cross References**

This section cited in 34 Pa. Code § 81.71 (relating to filing).

#### **§ 81.73. Processing of complaints.**

(a) When the sponsor has designated a review body for reviewing complaints, and if the Council determines that such review body will effectively enforce the equal opportunity standards, the Council, upon receiving a complaint, will refer the complaint to the review body.

(b) The Council will, within 30 days following the referral of a complaint to the review body, obtain reports from the complainant and the review body as to the disposition of the complaint. If the complaint has been satisfactorily adjusted, and there is no other indication of failure to apply equal opportunity standards, the case shall be closed and the parties appropriately informed.

(c) When a complaint has not been resolved by the review body within 90 days or where, despite satisfactory resolution of the particular complaint by the review body, there is evidence that the equal opportunity practices of the apprenticeship program are not in accordance with this chapter, the Council may conduct such compliance review as found necessary, and shall take all necessary steps to resolve the complaint.

(d) If no review body exists, the Council may conduct such compliance review as found necessary in order to determine the facts of the complaint, and obtain such other information relating to compliance with this chapter as the circumstances warrant.

(e) Sponsors shall provide written notice of the compliant procedure set forth in this section to all applicants for apprenticeship and all apprentices.

#### **Cross References**

This section cited in 34 Pa. Code § 81.61 (relating to conduct of compliance reviews).



## SANCTIONS

### **§ 81.81. When sanctions will be imposed.**

Where the Council, as a result of a compliance review or other reason, determines that there is reasonable cause to believe that an apprenticeship program is not operating in accordance with this chapter and voluntary corrective action has not been taken by the program sponsor, it will institute proceedings to deregister the program or refer the matter to the United States Department of Labor for referral to the United States Attorney General with recommendations for the institution of a court action by the United States Attorney General under Title VII of the Civil Rights Act of 1964 (42 U.S.C.A. § 2000e et seq.).

#### **Cross References**

This section cited in 34 Pa. Code § 81.64 (relating to noncompliance with Federal or State requirements); and 34 Pa. Code § 81.82 (relating to deregistration procedures).

### **§ 81.82. Deregistration procedures.**

Deregistration proceedings shall be conducted in accordance with the following procedures:

- (1) The Council will notify the sponsor, in writing, that a determination of reasonable cause has been made under § 81.81 (relating to when sanctions will be imposed) and that the apprenticeship program may be deregistered unless, within 15 days of the receipt of the notice, the sponsor requests a hearing. The notification shall specify the facts on which the determination is based.
- (2) If, within 15 days of the receipt of the notice, the sponsor mails a request for a hearing, the Director will convene a hearing.
- (3) The Director will make a final decision on the basis of the record before him, which shall consist of the compliance review file and other evidence presented and, if a hearing was conducted, the proposed findings and recommended decision of the hearing officer. The Director may allow the sponsor a reasonable time to achieve voluntary corrective action. If the decision of the Director is that the apprenticeship program is not operating in accordance with this chapter, the apprenticeship program shall be deregistered. In each case in which deregistration is ordered, the Director may make public notice of the order and will notify the sponsor and the complainant, if any, and the United States Department of Labor. The Council shall inform any sponsor whose program has been deregistered that it may appeal such deregistration to the United States Department of Labor in accordance with the procedures of 29 CFR 30.15.

#### **Cross References**

This section cited in 34 Pa. Code § 81.64 (relating to noncompliance with Federal or State requirements).

### **§ 81.83. Conduct of hearings.**

Hearings shall be conducted in accordance with the following procedures:

- (1) Within 10 days of his receipt of a request for a hearing, the Director shall designate a hearing officer. The hearing officer shall give reasonable notice of such hearing by registered mail, return receipt requested, to the sponsor. The notice shall include a reasonable time and place of hearing, a statement of the provisions of this chapter pursuant to which the hearing is to be held, and a concise statement of the matters pursuant to which the action forming the basis of the hearing is proposed to be taken.
- (2) The hearing officer will regulate the course of the hearing. Hearings will be informally conducted. Every party shall have the right to counsel, and a fair opportunity to present the party's case including such cross-examination as may be appropriate in the circumstances. Hearing officers shall

make their proposed findings and recommended decisions to the Director upon the basis of the record before them.

(3) Paragraph (2) supersedes 1 Pa. Code §§ 35.189, 35.201 and 35.202 (relating to manner of conduct of hearings; certification of record without proposed report; and proceedings in which proposed reports are prepared).

### **Cross References**

This section cited in 34 Pa. Code § 81.64 (relating to noncompliance with Federal or State requirements).

## **MISCELLANEOUS PROVISIONS**

### **§ 81.91. Special processing for compliance review or complaint processing.**

If, in the judgment of the Council, a particular situation warrants and requires special processing and either expedited or extended determination, it will take the steps necessary to permit such determination if it finds that no person or party affected by such determination will be prejudiced by such special processing.

### **§ 81.92. Reinstatement of program registration.**

Any apprenticeship program deregistered pursuant to this chapter may be reinstated upon presentation of adequate evidence to the Director that the apprenticeship program is operating in accordance with this chapter.

### **§ 81.93. Intimidatory or retaliatory acts.**

Any intimidation, threat, coercion or retaliation by or with the approval of any sponsor against any person for the purpose of interfering with any right or privilege secured by Title VII of the Civil Rights Act of 1964 (42 U.S.C.A. § 2000e et seq.), Executive Order 11246, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding or hearing under this chapter shall be considered noncompliance with the equal opportunity standards of this chapter. The identity of complainants will be kept confidential except to the extent necessary to carry out the purpose of this chapter, including the conduct of any investigation, hearing or judicial proceeding arising therefrom.

### **§ 81.94. Nondiscrimination.**

The commitments contained in the affirmative action program of the sponsor are not intended and shall not be used to discriminate against any qualified applicant or apprentice on the basis of race, color, religion, national origin or sex.

### **§ 81.95. Requests for exemptions.**

(a) Requests for exemption from any provision of this chapter shall be made in writing to the Director and shall contain a statement of reasons supporting the request. Exemptions may be granted for good cause.

(b) The Council shall immediately notify the United States Department of Labor of any such exemptions granted affecting a substantial number of employees and the reasons therefor.

(c) Subsection (a) supersedes 1 Pa. Code § 35.18 (relating to petitions for issuance, amendment, waiver or repeal of regulations).

## CHAPTER 83. WELFARE OF APPRENTICES

- Sec.
- 83.1. Purpose and scope.
  - 83.2. Definitions.
  - 83.3. Eligibility and procedures for Council registration.
  - 83.4. Criteria for apprenticeable occupations.
  - 83.5. Standards of apprenticeship.
  - 83.6. Apprenticeship agreements.
  - 83.7. Deregistration of Council registered programs.
  - 83.8. Hearings.
  - 83.9. Reinstatement of program registration.
  - 83.10. Complaints.
  - 83.11. Reciprocity.

### Authority

The provisions of this Chapter 83 issued under The Apprenticeship and Training Act (43 P. S. §§ 90.1–90.10), unless otherwise noted.

### Source

The provisions of this Chapter 83 adopted March 16, 1979, 9 Pa.B. 814, unless otherwise noted.

#### § 83.1. Purpose and scope.

(a) The act authorizes and directs the Council to adopt rules and regulations to promote the furtherance of standards of apprenticeship and training to safeguard the welfare of apprentices, to bring together employers and labor for the establishment of programs of apprenticeship, and to cooperate with Federal and State agencies which carry on programs related to apprenticeship.

(b) The purpose of this chapter is to set forth labor standards to safeguard the welfare of apprentices and to extend the application of such standards by prescribing policies and procedures concerning the registration of acceptable apprenticeship programs with the Department of Labor and Industry, Apprenticeship and Training Council. These labor standards and procedures cover the registration, cancellation and deregistration of apprenticeship programs and of apprenticeship agreements and matters relating thereto.

#### § 83.2. Definitions.

The following words and terms, when used in this chapter, have the following meanings, unless the context clearly indicates otherwise:

*Act*—The Pennsylvania Apprenticeship and Training Act (43 P.S. §§ 90.1–90.10).

*Apprentice*—A worker at least 16 years of age who is engaged in learning a recognized skilled trade, as defined in this chapter, under standards of apprenticeship fulfilling the requirements of § 83.5 (relating to standards of apprenticeship), including persons in the building construction industry using the tools of the trade except journeypersons.

*Apprenticeship agreement*—A written agreement between an apprentice and either his employer or an apprenticeship committee acting as agent for the employer, which agreement contains the terms and conditions of the employment and training of the apprentice.

*Apprenticeship program*—A written plan containing terms and conditions for the qualification, recruitment, selection, employment and training of apprentices, including such matters as the requirement for a written apprenticeship agreement.

*Cancellation*—Either the deregistration by the Council of an apprenticeship program at the request of the program sponsor, the termination of an apprenticeship agreement at the request of an apprentice or formal deregistration proceedings by the Council resulting in the termination of an apprenticeship agreement or program.

*Council*—The Pennsylvania, Apprenticeship and Training Council.

*Director*—The Director of the Pennsylvania Apprenticeship and Training Council.

*Employer*—A person or organization located or doing business in this Commonwealth that employs an apprentice on a work site, whether or not such a person or organization is a party to an apprenticeship agreement or program.

*Joint apprenticeship committee*—A committee composed of an equal number of representatives of employers and employees, which has been established by an employer or group of employers and a bona fide collective bargaining agent or agents to conduct, operate or administer an apprenticeship program and enter into apprenticeship agreements with apprentices selected for employment under the particular program.

*Non-joint apprenticeship sponsor*—An apprenticeship program sponsor in which a bona fide collective bargaining agent does not participate or a union sponsored program in which the employer does not participate; it includes an individual non-agent, an apprenticeship program sponsored by one employer without the participation of a union; and a group non-joint sponsor, an apprenticeship program sponsored by two or more employers without the participation of a union.

*Registration of an apprenticeship agreement*—The acceptance and recording thereof by the Council as evidence of the participation of the apprentice in a particular registered apprenticeship program.

*Registration of an apprenticeship program*—The acceptance and recording of such program by the Pennsylvania Apprenticeship and Training Council as meeting the basic standards and requirements of the Council for approval of such program. Approval is evidenced by a Certificate of Registration.

*Related instruction*—An organized and systematic form of instruction designed to provide the apprentice with knowledge of the theoretical and technical subjects related to his or her trade.

*Resumption*—The reinstatement of an apprentice to active status following suspension.

*Sponsor*—A person, association, committee or organization in whose name or title the apprenticeship program is or is to be registered, irrespective of whether such entity is an employer.

*Suspension*—Layoff of an apprentice due to lack of work, military leave or extended sick leave.

### **§ 83.3. Eligibility and procedure for Council registration.**

(a) No apprenticeship program or agreement shall be eligible for Council registration unless the following apply:

(1) It is in conformity with the requirements of the chapter, and the training is in an apprenticeable occupation having the characteristics set forth in § 83.4 (relating to criteria for apprenticeable occupations).

(2) It is in conformity with the requirements of Chapter 81 (relating to equal opportunity in apprenticeship programs).

(b) Apprentices shall be individually registered under a registered program. Such registration shall be effected by submitting three copies of each apprenticeship agreement to the Council for approval. The Council will promptly determine whether the agreement conforms with the established standards. If the agreement does not so conform, the Council will authorize the Director to return the agreement to the Sponsor so that it can be modified or changed by the parties to the agreement so that it is in conformity.

(c) The Council shall be promptly notified by the Sponsor of the cancellation or suspension of any apprenticeship agreements, with cause for same, and of apprenticeship completions.

(d) Upon receipt of a request for registration of any apprenticeship program, the Council will promptly determine whether the standards of apprenticeship conform to the requirements of the act and this chapter, whether the proposed training is in an apprenticeable occupation, and whether the program is in conformity with the requirements of the State Plan for Equal Employment in Apprenticeship. If the program is approved, the Council will authorize the Director to register the program and issue a Certificate of Registration as evidence of registration.

(e) Modifications or changes to registered or certified programs shall be promptly submitted in writing to the Director and, if approved by the Council, shall be recorded and acknowledged as an amendment to the program.

(f) Documents and data required by this chapter in connection with a request for registration of an apprenticeship program shall be submitted in triplicate.

(g) Under a program proposed for registration by an employer or employers' association, where the standards, collective bargaining agreement or other instrument provide for participation by a union in any manner in the operation of the substantive matters of the apprenticeship program, and such participation is exercised, written acknowledgement of union agreement or "no objection" to the registration is required. Where no such participation is evidenced and practiced, the employer or employers' association shall simultaneously furnish to the union local, if any, which is the recognized or certified collective bargaining agent of the employees to be trained, a copy of its application for registration and of the apprenticeship program. In addition, upon receipt of the application and apprenticeship program, the Director shall promptly send by certified mail to such local union, another copy of the application and of the apprenticeship program together with notice that union comments will be accepted for 30 days after the date of the Director's transmittal.

(h) Where the employees to be trained have no collective bargaining agent, an apprenticeship program may be proposed for registration by an employer or group of employers.

#### **§ 83.4. Criteria for apprenticeable occupations.**

An apprenticeable occupation is a skilled trade which possesses all of the following characteristics:

(1) It is customarily learned in a practical way through a structured, systematic program of on-the-job, supervised training.

(2) It is clearly identified and commonly recognized throughout an industry.

(3) It involves manual, mechanical or technical skills and knowledge which require a minimum of 2,000 hours of on-the-job work experience, not including the hours spent on related instruction.

(4) It requires related instruction to supplement on-the-job training. Such instruction may be given in a classroom or through correspondence courses.

(5) It involves the development of skill which is not restricted in application to products of any one company, but which is broad enough to be applied in like occupations throughout an industry.

## Cross References

This section cited in 34 Pa. Code § 83.3 (relating to eligibility and procedure for Council registration.

### § 83.5. Standards of apprenticeship.

(a) An apprenticeship program, to be eligible for registration by the Council, shall be an organized, written plan embodying the term and conditions of employment, training and supervision of one or more apprentices in an apprenticeable occupation, as defined in this chapter, and subscribed to by a sponsor who has undertaken to carry out the apprentice training program.

(b) The standards shall contain provisions concerning the following:

(1) The employment and training of the apprentice in a skilled trade.

(2) A term of apprenticeship, not less than one year or 2,000 hours, consistent with training requirements as established by industry practice.

(3) An outline of work processes in which the apprentice will receive supervised work experience and training on-the-job, and the allocation of the approximate time to be spent in each major process.

(4) Provision for organized related and supplemental instruction in technical subjects related to the trade. A minimum of 144 hours for each year of apprenticeship is recommended. Such instruction may be given in a classroom, through trade, industrial or approved correspondence courses of equivalent value.

(5) A progressively increasing schedule of wages to be paid the apprentice. Wage rates shall be determined as follows: Where apprentice wage rates are established by collective bargaining agreement, they shall be accepted by the Council for apprentices covered by such agreements. Where wage rates are not established by collective bargaining agreements:

(i) The progressively increasing schedule of apprentice wage rates shall be expressed in terms of percentages of the journeyman hourly rate.

(ii) Such rates shall represent the minimum for each incremental period of apprenticeship.

(iii) The hourly rate for a journeyman for each trade included in a registered program shall be the average journeyman hourly rate applicable to the employer and shall be stated in terms of dollars and cents.

(iv) The entry wage shall not be less than the State minimum wage, where applicable, unless a higher wage is required by other applicable Federal law, State law or respective regulations.

(v) Modification of wage progression or journeyman wage shall be promptly reported to the Council.

(6) Periodic review and evaluation of the progress of the apprentice in job performance and related instruction and the maintenance of appropriate progress records.

(7) The ratio of apprentices to journeymen should be consistent with proper supervision, training, and continuity of employment or applicable provisions in collective bargaining agreements. The standard Pennsylvania Apprenticeship and Training Council ratio for Non-Joint programs shall be one apprentice employed for the first, second, third and fourth journeymen regularly employed; two ap-

prentices for the fifth, sixth, seventh, eighth and ninth journeymen regularly employed; three apprentices for the tenth, eleventh, twelfth, thirteenth and fourteenth journeymen regularly employed, and so on in units of five journeymen regularly employed. Exemptions to the Pennsylvania Apprenticeship and Training Council's standard ratios may be granted upon written request and approval of the Council.

(8) A probationary period reasonable in relation to the full apprenticeship term, with full credit for such period toward completion of apprenticeship.

(9) Adequate and safe equipment facilities for training and supervision, and safety training for apprentices on the job and in related instruction.

(10) The required minimum qualifications for persons entering an apprenticeship program.

(11) The placement of an apprentice under an apprenticeship agreement. The agreement shall directly, or by reference, incorporate the standards of the program as part of the agreement.

(12) The granting of advanced standing or credit for previously acquired experience, training, or skills for all applicants equally, with commensurate wages for any progression step so granted.

(13) Transfer of employer's training obligation to another employer when the employer is unable to fulfill his obligation under the apprenticeship agreement, with consent of the apprentice and apprenticeship committee or program sponsor, with full credit to the apprentice for satisfactory time and training earned.

(14) Assurance of qualified training personnel and adequate supervision on the job.

(15) Recognition for successful completion of apprenticeship evidenced by an appropriate certificate.

(16) Identification of the registration agency.

(17) Provision for the registration, cancellation and deregistration of the program and requirement for the prompt submission of any modification or amendment thereto.

(18) Provision for registration of apprenticeship agreements, notice to the Council of persons who have successfully completed apprenticeship programs, and notice of cancellations and suspensions of apprenticeship agreements and cause therefore.

(19) Authority for the termination of an apprenticeship agreement during the probationary period by either party without stated cause.

(20) A statement that the program will be conducted, operated and administered in conformity with the Pennsylvania State Plan for Equal Employment Opportunity.

(21) Name and address of the appropriate authority under the program to receive, process and make disposition of complaints.

(22) Recording and maintenance of records concerning apprenticeship as may be required by the Council and applicable law.

### **Notes of Decisions**

ERISA does not preempt Pennsylvania's prevailing wage and apprenticeship requirements insofar as they restrict the payment of apprenticeship wages to apprentices registered in approved programs. *Ferguson Electric Co. v. Foley*, 115 F.3d 237 (3d Cir. 1997).

## **Cross References**

This section cited in 34 Pa. Code § 83.2 (relating to definitions).

### **§ 83.6. Apprenticeship agreements.**

The Apprenticeship Agreement shall contain the following provisions:

- (1) Names and signatures of the contracting parties, apprentice and the program sponsor or employer, and the signature of a parent or guardian if the apprentice is a minor.
- (2) The date of birth of the apprentice.
- (3) Name and address of the program sponsor and registration agency.
- (4) A statement of the trade or craft in which the apprentice is to be trained, and the beginning date and term of apprenticeship.
- (5) A statement showing the number of hours to be spent by the apprentice in work on the job and the number of hours to be spent in related and supplemental instruction which is recommended to be not less than 144 hours per year.
- (6) A statement setting forth a schedule of the work processes in the trade or industry divisions in which the apprentice is to be trained and the approximate time to be spent at each process.
- (7) A statement of the graduated scale of wages to be paid the apprentice and whether or not the required school time shall be compensated.
- (8) A statement providing for a specific period of probation during which the apprenticeship agreement may be terminated by either party to the agreement upon written notice to the registration agency.
- (9) A statement providing that, after the probationary period, the agreement may be cancelled at the request of the apprentice, or may be suspended, cancelled, or terminated by the sponsor for good cause, with due notice to the apprentice and a reasonable opportunity for corrective action, and with written notice to the apprentice and to the Council of the final action taken.
- (10) A reference incorporating as part of the agreement the standards of the apprenticeship program as it exists on the date of the agreement and as it may be amended during the period of the agreement.
- (11) A statement that the apprentice will be accorded equal opportunity in all phases of apprenticeship employment and training without discrimination because of race, color, religion, national origin, sex and nonjob-related disability.
- (12) Name and address of the Pennsylvania Apprenticeship and Training Council as the agency to receive, process and make disposition of controversies or differences arising out of the apprenticeship agreement when the controversies or differences cannot be adjusted locally or resolved in accordance with the established trade procedure or applicable collective bargaining provisions.

### **§ 83.7. Deregistration of Council-registered programs.**

Deregistration of a program may be effected upon the voluntary action of the sponsor by a request for cancellation of the registration or upon reasonable cause by the Council instituting formal deregistration proceedings in accordance with the provisions of this chapter.



(1) *Request by sponsor.* Upon a written request by the sponsor, the Council may cancel the registration of an apprenticeship program by written acknowledgment of the request stating, but not limited to, the following matters:

(i) That the registration is cancelled at the request of the sponsor and giving the effective date of the cancellation.

(ii) That within 15 work days of the date of the acknowledgment, the sponsor shall notify apprentices of the cancellation and the effective date, and that the cancellation shall automatically deprive the apprentice of individual registration.

(2) *Formal deregistration for reasonable cause.* Deregistration proceedings may be undertaken when the apprenticeship program is not conducted, operated and administered in accordance with the registered standards or the requirements of this chapter, except that deregistration proceedings for violation of equal opportunity requirements shall be processed under Chapter 81 (relating to equal opportunity in apprenticeship programs).

(3) *Nonconformity with regulations.* If it appears the program is not being operated in accordance with the registered standards or the requirements of the act or these regulations, the Director will so notify the program sponsor in writing.

(4) *Notice.* The notice shall be sent by registered or certified mail, with return receipt requested, state the shortcomings and the remedy required, and that a determination of reasonable cause for deregistration will be made unless corrective action is effected within 30 days.

(5) *Extensions.* Upon request by the sponsor for good cause, the 30 day period may be extended for up to an additional 30 day period. During the period for correction, the sponsor shall be assisted in every reasonable way to achieve conformity.

(6) *Failure to correct.* If the required corrective action is not effected within the allotted time, the director shall send a notice to the sponsor by registered or certified mail, return receipt requested, stating the following:

(i) That the notice is being sent under this section.

(ii) That certain stated deficiencies were called to the sponsor's attention and remedial measures requested, with dates of the occasions and letters, and that the sponsor has failed or refused corrections.

(iii) That based upon the stated deficiencies and failure of remedial action, a determination of reasonable cause has been made and that the program may be deregistered unless, within 15 days of the receipt of this notice, the sponsor requests a hearing.

(iv) That if a hearing is not requested by the sponsor, the entire matter shall be submitted to the Council for a decision on the record with respect to deregistration.

(7) *Hearing.* If the sponsor requests a hearing, the Council shall convene a hearing in accordance with § 83.8 (relating to hearings) and shall make a final decision on the basis of the record before it.

(8) *Voluntary corrective action.* In its discretion, the Council may allow the sponsor a reasonable time to achieve voluntary corrective action. If the decision is that the apprenticeship program is not operating in accordance with the registered standards of requirements of this chapter, the apprenticeship program shall be deregistered. In each case where deregistration is ordered, the Council will notify the sponsor.

(9) *Deregistration.* Every order of deregistration shall contain a provision that the sponsor

shall, within 15 work days of the effective date of the order, notify all registered apprentices of the deregistration of the program, the effective date and that the action automatically deprives the apprentice of his individual registration.

#### **Source**

The provisions of this § 83.7 corrected March 31, 1995, effective September 29, 1979, 25 Pa.B. 1166. Immediately preceding text appears at serial pages (40691) to (40693).

#### **Cross References**

This section cited in 34 Pa. Code § 83.8 (relating to hearings).

#### **§ 83.8. Hearings.**

(a) Within 10 days of receipt of a request for a hearing under § 83.7 (relating to deregistration of Council registered programs), the Council will give reasonable notice of the hearing by registered mail, return receipt requested, to the appropriate sponsor. The notice shall include the following provisions:

- (1) A reasonable time and place of hearing.
- (2) A statement of the provisions of this chapter under which the hearing is to be held.
- (3) A concise statement of the matters under which the action forming the basis of the hearing is proposed to be taken.

(b) The Chairman of the Council will act as Hearing Officer. The Hearing Officer will regulate the course of the hearing. Hearings shall be informally conducted. Every party shall have the right to counsel and a fair opportunity to present its case, including the cross-examination as may be appropriate in the circumstances. The Council will make its findings and final decisions on the basis of the record before it.

#### **Cross References**

This section cited in 34 Pa. Code § 83.7 (relating to deregistration of Council-registered programs).

#### **§ 83.9. Reinstatement of program registration.**

An apprenticeship program deregistered under the act or this chapter may be reinstated upon presentation of adequate evidence that the apprenticeship program is operating in accordance with the act and this chapter. The evidence shall be presented to the Council if the sponsor had not requested a hearing or an order of deregistration was entered pursuant to a hearing.

#### **§ 83.10. Complaints.**

(a) A controversy or difference arising under an apprenticeship agreement which cannot be resolved locally or which is not covered by a collective bargaining agreement may be submitted by an apprentice or authorized representative to the Council for review. Matters covered by a collective bargaining agreement shall be submitted and processed in accordance with the procedures therein provided.

(b) The complaint shall be in writing, signed by the complainant and submitted by the apprentice or an authorized representative within 60 days of receipt of the final local decision. The complaint shall set forth the specific problem, including relevant facts and circumstances. Copies of pertinent documents and correspondence shall accompany the complaint.

(c) The Council will render an opinion within 90 days after receipt of the complaint based upon the investigation of the matters submitted as may be found necessary and the record before it. During the 90

day period, the Director will make reasonable efforts to effect a satisfactory resolution between the parties involved. If so resolved, the parties will be notified that the case is closed. When an opinion is rendered, copies will be sent to interested parties.


(d) Nothing in this section may operate to prohibit the apprentice from electing to resort to any form or procedure, other than that of the registration agency, that may be available for the disposition of the complaint, or to institute appropriate court proceedings.

(e) This section does not apply to a complaint concerning discrimination or other equal opportunity matters. Those complaints shall be submitted and resolved under Chapter 81 (relating to equal opportunity in apprenticeship programs).

### **§ 83.11. Reciprocity.**

Apprenticeship programs and agreements shall be registered under this chapter upon request of the sponsor with proof of registration elsewhere when they comply with the following:

- (1) They do not include the building or construction industry.
- (2) They have a joint apprenticeship committee on a multistate basis.
- (3) They are registered with either the Bureau of Apprenticeship and Training, United States Department of Labor or any other "recognized" State Apprenticeship Agency or Council under 29 CFR 29.12.



**Public Works Employment  
Verification Act  
(Act 127 of 2012)**  
**Commonwealth of Pennsylvania  
Department of General Services**

# Background and Purpose

- The Federal government created the Employment Verification Program (EVP) to ensure that companies employ a legal workforce.
- E-Verify® is an internet-based system, operated by the United States Department of Homeland Security, that compares information from an employee's Form I-9, Employment Eligibility Verification, to the data from the Department of Homeland Security and Social Security Administration records to confirm employment eligibility.
- In 2012, Pennsylvania enacted the Public Works Employment Verification Law (Act 127) which assigns the Department of General Services the responsibility to implement the Commonwealth's process of notification, investigation and compliance with Act 127.

# Key Definitions

The following terms and definitions are key to understanding Act 127 of 2012.

- **Contract** – A type of written agreement, regardless of what it may be called, for the procurement of construction work.
- **Employee** – An individual hired by a public works contractor or subcontractor after January 1, 2013 for whom a public works contractor or subcontractor is required by law to file a Form W-2 with the Internal Revenue Service.
  - This definition is broad and includes all newly hired employees of the contractor or subcontractor, regardless of whether he will be working onsite or offsite of a public work or otherwise.

# Key Definitions

- **Form** – Public Work Employment Verification Form
- **Maintenance Work** – Annual inspection or routine upkeep of an existing facility which does not alter the use or size of the facility.
- **Public Body** – The Commonwealth of Pennsylvania, its political subdivisions, authorities created by the General Assembly of the Commonwealth and instrumentalities or agencies of the Commonwealth.

# Key Definitions

- **Public Work** - construction, reconstruction, demolition, alteration and/or repair work other than maintenance work, done under contract and paid for in whole or in part out of the funds of a public body where the estimated cost of the total project is in excess of twenty-five thousand dollars (\$25,000), but shall not include work performed under a rehabilitation or manpower training program.
- **Public Works Contractor** – A contractor that provides work under a contract involving public works.
- **Public Works Subcontractor** – A person, other than a natural person, including a staffing agency, that performs works for a public works contractor under a contract for public works.
  - This terms applies to subcontractors of every level.



# Scope of Act 127 of 2012

- Act 127 (“the Act”) applies to:
  - All public works contractors and subcontractors
    - performing on a public works contract
      - paid for in whole or in part out of the funds of a public body
      - when the cost of the total project is in excess of \$25,000
- The total cost of the project includes the sum of all prime contracts and any subcontracts.
  - The total cost determines if the project is subject to the requirements of the Act.
  - **Example:** If you are a contractor with a \$5,000 contract on a project with total costs over \$25,000, then you must comply with the Act.
- If the project is subject to the Act, then every contract and subcontract, regardless of value, shall comply with the act.
  - **Example:** If you are a sub-subcontractor with a \$5,000 contract on a \$1,000,000 project, then you must comply with the Act.

# Scope of Act 127 of 2012

## Emergency Procurement

- If the emergency procurement contract reaches the \$25,000 threshold, then it **is** subject to Act 127.
- Before beginning work onsite or offsite, the contractor or subcontractor must submit an Employment Verification Form to the Public Body.

# Exemptions from Act 127 of 2012

- Work performed under a rehabilitation program.
- Work performed under a manpower training program.
- Project material suppliers.
- Specific Services
  - Design Professional
  - Commissioning Agent
  - Construction Management
  - Engineering

# Responsibilities – Public Bodies

## Bidding Phase

- Ensure that the bidding documents advise contractors as to the applicability of Act 127.
  - Notice to bidders and/or bid proposal package should notify bidders of Act's applicability.
    - **Example from DGS bid proposal package:** Bidder acknowledges that this bid is for a public works contract and bidder is therefore subject to the provisions, duties, obligations and penalties of the Public Works Employment Verification Act, 43 P.S. 167.1-167.11, which is incorporated herein by reference.
  - Bidding documents must contain the appropriate verification language.
    - **Example:** The lowest responsible bidder must comply with the Public Works Employment Verification Act by submitting a Commonwealth Public Works Employment Verification Form to the public body prior to award of contract. The Form and relevant information can be found on the Department of General Services' web site at [www.dgs.state.pa.us](http://www.dgs.state.pa.us).

# Responsibilities – Public Bodies

## Award Phase

- Prior to award, the public body must obtain a completed Verification form from each successful bidder that will be awarded a contract.
- The Verification form is a precondition of award.
  - A bidder will **NOT** be awarded a contract if he fails to submit a completed Public Works Employment Verification Form to the Public Body.

# Responsibilities – Public Bodies

## Construction Phase

- Receive and retain Verification forms from all subcontractors of any level.
  - As subcontractors are added to the project, they must submit a Verification Form prior to commencing work on the Project.
  - Subcontractors must submit the Form to the Public Body, not the Prime Contractor.
- It is incumbent upon the Public Body to know:
  - All active contracts; and
  - All prime contractors; and
  - All subcontractors of every level.

# Responsibilities – Public Bodies

## Verification Form

- Must retain the forms for the duration of the public work contract.
- The “duration of the contract” is dictated by the individual Public Bodies’ retention policies.
  - In accordance with Pennsylvania’s Right to Know Law.
- Public Bodies must be able to provide the Form in the event of an audit by the Department of General Services Public Works Employment Verification Compliance Office.

# Responsibilities – Public Bodies

## Audit of Public Bodies

- The Public Works Employment Verification Compliance Office will conduct random and complaint based audits of public bodies for compliance with the Act.
- The Public Body shall cooperate during an investigation or audit.
- The Public Body must be able to provide, upon request:
  - Date of bids; and
  - Date of Verification Form receipt; and
  - Date of contract award; and
  - Verification Forms for all prime contractors and subcontractors performing work on the project.



# Responsibilities - Contractors

- Submit a completed Public Works Employment Verification Form to the contracting public body with the initial bid.
  - The contractor may be required by the public body to submit the Form with its bid, or once it is determined to be the lowest bidder, but it **MUST** be submitted before the contract is awarded.
  - Look to the Bidding Documents for the public body's requirements on submission of the Form.
- Verify all new employees hired after January 1, 2013.
  - Verification must be completed within 5 business days of the employee's start date. The employee may work during this time.
  - Remember the definition of "employee" is very broad. All employees must be verified through EVP regardless of whether the employee will be working onsite or offsite of a public work or otherwise.

# Responsibilities - Contractors

- Notify all subcontractors in their subcontracts of:
  - Applicability of the act; and
  - Information regarding the use of EVP; and
  - Reference to the web site where they can obtain a copy of the Form:  
<http://www.dgs.state.pa.us>
- Maintain documentation of continued compliance with the act.
  - Quick Audit Report (Click [here](#) and [here](#) for more information)
  - Proof of enrollment in E-Verify® (Click [here](#) and [here](#) for more information)
- Cooperate during an investigation or audit by providing, upon request:
  - Documentation of date of hire for all employees; and
  - Documentation of use of EVP; and
  - Other information as required

# Quick Audit Report

- The Quick Audit Report is generated on the Federal E-Verify® web site.
  - It collects information from The U.S. Department of Homeland Security and the Social Security Administration.
- Report provides data about each employee.
  - Data includes basic company and employee information and employment eligibility status.
- The report does not include sensitive employee information such as social security number.
- Report downloads in Excel format.

# Quick Audit Report

DRAFT

LAST_NAME	FIRST_NAME	HIRE_DATE	INITIAL_RESOLUTION	ADDITIONAL_RESOLUTION	DHS_3RD_STEP_RESOLUTION	FINAL_STATUS	CASE_CLOSURE_DATE	CLOSURE_DESCR
Jefferson	Thomas	10/16/2012 0:00	Employment Authorized			Employment Authorized	10/16/2012 15:32	The employee continues to work for the employer after receiving an Employment Authorized result.
Jefferson	Thomas	10/23/2012 0:00	Employment Authorized			Employment Authorized	10/17/2012 13:22	The employee continues to work for the employer after receiving an Employment Authorized result.
Pitts	Dieter	10/21/2012 0:00	DHS Tentative Nonconfirmation (TNC)		DHS No Show	DHS No Show		
Jefferson	Thomas	10/31/2012 0:00	Employment Authorized			Employment Authorized	10/22/2012 14:11	The employee continues to work for the employer after receiving an Employment Authorized result.
Pitts	Dieter	10/27/2012 0:00	DHS Tentative Nonconfirmation (TNC)		DHS No Show	DHS No Show		
Pitts	Dieter	10/27/2012 0:00	Employment Authorized			Employment Authorized	10/22/2012 16:17	The employee continues to work for the employer after receiving an Employment Authorized result.
Pitts	Dieter	10/24/2012 0:00	Employment Authorized			Employment Authorized	10/23/2012 10:24	The employee continues to work for the employer after receiving an Employment Authorized result.
Pitts	Dieter	10/26/2012 0:00	DHS Tentative Nonconfirmation (TNC)		DHS No Show	DHS No Show		
dafds	asdfsad	10/23/2012 0:00	Employment Authorized			Employment Authorized		
asfa	sdfsdf	11/20/2012 0:00	Employment Authorized			Employment Authorized		
sdsfd	sdfsdf	11/20/2012 0:00	Employment Authorized			Employment Authorized		

- Double click the form to see the full example.

# E-Verify® Enrollment Proof

## HOW TO PROVIDE PROOF OF ENROLLMENT IN E-VERIFY®

- For a company to provide proof of enrollment they should:
  - Log into E-Verify®; and
  - Access the *Edit Company Profile* link on the left navigation menu; and
  - Print the screen containing their company information.
    - This page contains proof of their company's enrollment in E-Verify®.

# E-Verify® Enrollment Proof

## HOW TO PROVIDE PROOF OF ENROLLMENT IN E-VERIFY

Below is an example of how Federal contractors that are subject to the Federal Acquisition Regulation (FAR) E-Verify clause may be asked to provide proof of enrollment in E-Verify, but can be used by anyone requesting confirmation of company enrollment. As shown below, to provide proof, access the 'Edit Company Profile' link on the left navigation menu and print the screen containing your company information. This page contains proof of your enrollment in E-Verify.

The screenshot displays the 'Employment Eligibility Verification' interface. On the left is a navigation menu with options like 'Home', 'My Cases', 'My Profile', 'My Company', 'My Reports', and 'My Resources'. The 'My Company' section is expanded, and the 'Edit Company Profile' link is circled in red. The main content area shows 'Company Information' for 'CSC Company Inc.' with fields for Company ID Number (7583), Doing Business As (DBA) Name, and DUNS Number. Below this are sections for 'Physical Location' and 'Mailing Address', both with fields for Address 1, Address 2, City, State, Zip Code, and County. The 'Physical Location' is listed as Washington, DC, District of Columbia. The 'Additional Information' section includes Employer Identification Number (990), Total Number of Employees (1 to 4), Parent Organization (GLOVEHELF-COULD STITCHING CO), Administrator, and Organization Designation.

Company Information	
Company Name:	CSC Company Inc.
Company ID Number:	7583
Doing Business As (DBA) Name:	
DUNS Number:	

Physical Location:	
Address 1:	1001 G St NW
Address 2:	
City:	Washington
State:	DC
Zip Code:	20002
County:	DISTRICT OF COLUMBIA

Mailing Address:	
Address 1:	
Address 2:	
City:	
State:	
Zip Code:	

Additional Information:	
Employer Identification Number:	990
Total Number of Employees:	1 to 4
Parent Organization:	GLOVEHELF-COULD STITCHING CO
Administrator:	
Organization Designation:	

- Double click the form to see the full example.

# Responsibilities - Subcontractors

- Submit a completed Public Works Employment Verification Form to the contracting Public Body.
  - The Form must be submitted before the subcontractor can commence work on the project.
  - The Form must be submitted to the Public Body, not the Prime Contractor.
- Verify all new employees hired after January 1, 2013.
  - Verification must be completed within 5 business days of the employees' start date. The employee may work during this time.
  - Remember the definition of "employee" is very broad. All employees must be verified through EVP regardless of whether the employee will be working onsite or offsite of a public work or otherwise.

# Responsibilities - Subcontractors

- Required to notify all subcontractors, at every level:
  - Applicability of the act.
  - Information regarding the use of E-Verify®
  - Reference to the web site where they can obtain a copy of the form.  
<http://www.dgs.state.pa.us>
- Maintain documentation of continued compliance with the act.
  - Quick Audit Report (Click [here](#) and [here](#) for more information)
  - Proof of Enrollment in E-Verify® (Click [here](#) and [here](#) for more information)
- Cooperate during an investigation or audit by providing, upon request:
  - Documentation of date of hire for all employees; and
  - Documentation of use of EVP; and
  - Other information as required.



# Public Works Employment Verification Form

- The Form is available at <http://www.dgs.state.pa.us>.
- For use by public bodies, public works contractors and subcontractors.
- May **NOT** be changed or altered.

# Public Works Employment Verification Form

- Shall be signed by an authorized representative.
  - The Department may require supporting documentation that the representative signing the Form has authority to legally bind the public works contractor or subcontractor.
  - That representative must have sufficient knowledge to make the representations and certifications in the Form.
- The submitted [Form](#) shall be retained by the public body for the duration of the public work contract.
- The Form is subject to the Pennsylvania Right to Know Law.

# Public Works Employment Verification Form



COMMONWEALTH OF PENNSYLVANIA

## PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date \_\_\_\_\_

Business or Organization Name (Employer) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contractor/Subcontractor (circle one)

Contracting Public Body \_\_\_\_\_

Contract/Project No \_\_\_\_\_

Project Description \_\_\_\_\_

Project Location \_\_\_\_\_

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, \_\_\_\_\_, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

\_\_\_\_\_  
Authorized Representative Signature

The complete Verification Form is available on the [Department's web site](#).

- Double click the form to see the full example.



# Enforcement

## Investigation of complaints

- The Department will accept, review and investigate timely and credible complaints filed on the [Complaint Form](#) posted on the [Department's web site](#).
- Complaints must contain sufficient information to investigate the allegations.
- The Department reserves its right to reject complaints that do not provide sufficient information.
- The Department will consider the timeliness of the complaint when assessing its credibility.
- Public bodies, public works contractors and subcontractors shall cooperate with the Department during the investigation of the complaint.

# Complaint Investigation Form



For Internal Use:

Complaint No.: \_\_\_\_\_

## PUBLIC WORKS EMPLOYMENT VERIFICATION COMPLAINT FORM

This form is used for filing complaints under Act 127 of 2012, known as the Public Works Employment Verification Act.

RETURN TO:

Public Works Employment Verification Compliance Office  
Room 105 Tent Building  
Department of General Services  
Public Works Deputate  
18th and Herr Streets  
Harrisburg, PA 17125  
Fax: (717)214-3669

PLEASE PRINT:

I. **Complainant Information** (Required)

Date: \_\_\_\_\_

Name of Individual or Business Filing Complaint: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_-\_\_\_\_

II. **Contractor/Subcontractor Information** (Please complete this Section to the best of your knowledge. Insufficient information may result in dismissal of your complaint.)

Individual or Business against whom this Complaint is made: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_-\_\_\_\_

County Location: \_\_\_\_\_

Project Name/Description (if known): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The complete  
Complaint Form is  
available on the  
[Department's web site.](#)

- Double click the form to see the full example.



# Audit Documentation

**During an audit, all contractors/subcontractors must be able to produce the following written documentation:**

- Pennsylvania Labor & Industry Weekly Payroll Certification forms for every week of the project (form LLC-25).
- Documentation establishing the date of hire of all employees.
- Documentation of compliance with the Act through the utilization of E-Verify®
  - Quick Audit Report (Click [here](#) and [here](#) for more information)
  - Proof of Enrollment in E-Verify (Click [here](#) and [here](#) for more information)

# Violations

**A public works contractor or subcontractor violates the Act if either of the following applies:**

- Failure to verify the employment eligibility of new employees hired after January 1, 2013.
- Makes a false statement or misrepresentation in connection with the completion or submission of the Form to the contracting public body.

# Sanctions

## First Violation

- The Department will issue a warning letter to the public works contractor or subcontractor detailing the violation. This letter will be posted at [www.dgs.state.pa.us](http://www.dgs.state.pa.us).
- For purpose of sanctions, a violation by a public works contractor/subcontractor that occurs 10 years or more after a prior violation will be deemed to be a first violation.



# Sanctions

## Second Violation

- The Department will initiate debarment proceedings, which will prevent a contractor or subcontractor from submitting a bid or being awarded any contract or performing a subcontract on a public works project in the Commonwealth for 30 calendar days from the date of debarment.

# Sanctions

## Third and Subsequent Violations

- The Department will initiate debarment proceedings, which will prevent a contractor or subcontractor from submitting a bid or being awarded any contract or performing a subcontract on a public works project in the Commonwealth for no less than 180 calendar days and no more than 1 year from the date of debarment.

# Sanctions

## Willful Violation

- If the Department investigates and forms a reasonable belief that there has been a willful violation of the Act, the Secretary will file a petition in Commonwealth Court seeking the Court to issue a rule to show cause why a public works contractor or subcontractor did not engage in a willful violation of the act. If the court finds that there was a willful violation, the Department will petition to have the public works contractor or subcontractor debarred from public works contracts for 3 years from the date of the court's determination.

# Civil Penalties

- Civil Penalties will be assessed in the following cases:
  - Failure to submit a completed form.
  - Making a false statement or misrepresentation in the form.
- The Department will assess a civil penalty of not less than \$250 and not more than \$1,000 for each violation.
  - The penalty amount is at the Department's discretion.
  - The Department will consider the severity of the violation as well as any prior violations when posing civil penalties.

# Additional Information

DGS Guidelines for Administering and Enforcing  
the Public Works Employment Verification Act 127 of 2012  
can be found at

[www.dgs.state.pa.us](http://www.dgs.state.pa.us)

Information pertaining to the Federal E-Verify® program can be found at The  
Department of Homeland Security's U.S. Citizenship and Immigration  
Services web site.

[www.dhs.gov/e-verify](http://www.dhs.gov/e-verify)

A list of Frequently Asked Questions and Answers can be found at

[www.dgs.state.pa.us](http://www.dgs.state.pa.us)

# Contact

Public Works Employment Verification Compliance Office  
Department of General Services  
Room 105 Tent Building  
18<sup>th</sup> and Herr Streets  
Harrisburg, PA 17125  
(717) 214-3668  
Fax: (717) 214-3669

DRAFT



COMMONWEALTH OF PENNSYLVANIA

**PUBLIC WORKS EMPLOYMENT VERIFICATION FORM**

Date \_\_\_\_\_

Business or Organization Name (Employer) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contractor

Contracting Public Body \_\_\_\_\_

Contract/Project No \_\_\_\_\_

Project Description \_\_\_\_\_

Project Location \_\_\_\_\_

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, \_\_\_\_\_, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

\_\_\_\_\_  
Authorized Representative Signature



DRAFT

DOCUMENT 007373  
PENNSYLVANIA STATUTORY REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Other Contract Documents complement this section. Division 1 governs this section.

1.02 SUMMARY

- A. This section specifies Federal and State statutes, rules, and regulations that must be complied with during execution of project work. The latest amendments or changes to all statutes, rules and regulations included in this section must be adhered to as if included in this section:
1. Multiple Prime Contracts: Provisions of this section apply to Work of each Prime Contractor.
- B. Related Sections: The following documents and section contain requirements that relate to this section:
1. Document 007216 - General Conditions
    - a. Compliance with laws, regulations, permits, fees, and notices that are a part of this project.
  2. Document 007300 - Supplementary Conditions
    - a. Taxes, permits, fees, and notices

1.03 REGULATORY REQUIREMENTS

- A. Abide by and comply with all applicable Federal, State, and local codes -- including Occupational Safety and Health Administration (OSHA), "Construction Standards" of U. S. Department of Labor.
- B. Access for persons with Physical Disabilities: Comply with ADA including ADA Accessibility Guidelines. Documents are available from U.S. Department of Justice, Civil Rights Division, and 1.202.514.0301 and from ATBCB, 1.800.872.2253.
- C. Fully comply with Act 247 of 1972 Session of General Assembly of Commonwealth of Pennsylvania, and ensure compliance by lower tier contractors.
- D. Discrimination Prohibited: According to 62 Pa. C.S.A. §3701, the Contractor agrees that:
1. In the hiring of employees for the performance of Work under the Contract or any 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.
  2. 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.
  3. 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.

- E. 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.
- F. PENNSYLVANIA PREVAILING WAGE RATES: (This regulation and general Pennsylvania prevailing minimum wage rates (Act 422 of 1961, P.L. 987, as amended by Act 342 of 1963, P.L. 653). If the total project sum exceeds \$25,000.00, this regulation and the general prevailing minimum wage rates, as determined by Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform Contract during anticipated term therefore in locality in which public work is performed, are made part of this specification.
- G. STANDARD OF QUALITY: The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for Bid purposes. It is not the intent to limit the Bidder, the Bid or the evaluation of the Bid to any one material or product specified, but rather to describe the minimum standard. When proprietary names are used, they shall be followed by the words "or alternatives of the quality necessary to meet the specifications." A Bid containing an alternative which does not meet the specification 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.
- H. PROVISION FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE U.S: In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the Contract, only those produced in the United States, as defined therein, shall be used or supplied in the performance of the Contract or any Subcontracts thereunder.
- In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 141 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.
- I. CASH ALLOWANCES: Cash allowances are not to be included in the Bid specifications.
- J. Background Checks of Prospective Employees  
(Act No. 34 of 1985; Section 111, School Laws of Pennsylvania and Act 151 PA Department of Public Welfare Child Abuse History Clearance)
1. Contractor acknowledges that Act 34 of 1985 and Act 151 or similar legislation may, require that Contractor's employees, lower tier contractors, and lower tier contractors' employees may be required to produce reports of criminal history record information from Pennsylvania State Police, or a statement from State Police that State Police central repository contains no such information relating to each such person, before said person may begin working on School District Projects. (Different procedures apply with regard to out-of-state employees.) In the event that said statutory requirements are applicable on this Project, any person working on this Project and entering upon School District property must produce original of said statement to, and leave a copy with, Physical Plant Manager prior to beginning or continuing any work. Cost of obtaining said statement, which may not be more than 5 years old, is the responsibility of employees of Contractors or lower tier contractors (or their employers), but in no event are they responsibility of School district.

Notification of lower tier contractors of these requirements is responsibility of Contractor. Contractor will be advised by School District as to whether these requirements apply to this Project as soon as circumstances reasonably allow.

2. Act 34 of 1985 specifies that employees of public and private schools hired as of January 1, 1986 must undergo background checks. Job applicants must follow procedures listed below.

a. Procedure for Pennsylvania Residents:

- (1) Secure Form SP4-164 - Pennsylvania State Police "Request for Criminal History Record Information." Form SP4-164 is available from School Districts and at State Police Stations.
- (2) Complete Parts 1 and IV only.
  - (a) Part 1 - Ignore SID No. and OTN or OCA No., if none or not known.
  - (b) Part I - Aliases includes Maiden Name.
  - (c) Part I - Check boxes for Noncriminal Justice Agency - Individual (Requestor Identification) and Noncriminal Justice Employment (Reason for Request).
  - (d) Part IV - Check box for Individual - Noncriminal Justice Agency - \$10 fee enclosed. Information in Part IV is job applicant's name, address, and telephone number.
- (3) Submit completed Form SP4-164 along with a check for \$10 to address on reverse side of form.
  - (a) Make checks payable to "Commonwealth of Pennsylvania."
  - (b) Personal checks are acceptable.
- (4) State Police will return background check directly to applicant within 4 weeks.
- (5) Present background check information to prospective employer. Background check is good for 5 years from date of return to applicant.

b. Procedure for Non-Residents:

- (1) Follow same procedures outlined in Steps 1.a. and 1.b for Pennsylvania residents, filling Form SP4-164 - Pennsylvania State Police "Request for Criminal History Record Information."
- (2) Secure on FBI Fingerprint Card from School District of Pennsylvania Department of Education, Bureau of Basic Education support Services, 333 Market Street, Harrisburg, PA 17126-0333, Telephone 1.717.783.3755.

c. Act 151

- (1) Secure form required to be filed under Act 151. Complete and Submit form. Provide returned form to prospective or current employer.
- (2) Child Abuse report shall be no more than five (5) years old.

K. Civil Rights Act of 1964

1. Contractor agrees to be bound by and comply with provisions of Act of Congress of United States of July 2, 1964, commonly known as "Civil Rights Act of 1964," P.L. 88-352; 42 U.S.C.A. Section 2000a, et seq., together with all Rules, Regulations, and Executive Orders issued pursuant thereto, insofar as said Act, Rules, Regulations, and Executive Orders may be applicable to work performed under this Contract.

L. Pollution and Protection of Natural Resources

1. According to Act of October 26, 1972 (P.L. 1017, No. 247), 53 P.S. Section 1611,

Commonwealth must include in all invitations for Bids for construction projects a list of those provisions of Federal and State statutes, rules, and regulations dealing with prevention of environmental pollution and preservation of public natural resources that affect a project.

2. Bidder is hereby notified that this Project is subject to those statutes, rules, and regulations shown below and must be carried out in compliance with those statutes, rules, and regulations.

a. State Law

Competent Workers: In accordance with Section 752 of the Pennsylvania Public School code of 1949.

I. Purdon's Statutes - Title 3 (Agriculture)

PA Fertilizer Law of 1956, Act of May 29, 1956 (P.L. (1955) 1795, No.), as amended, 3 P.S. 68.1 et seq.

PA Pesticide Control Act of 1973, Act of March 1, 1974 (P.L. 90, No. 24), as amended, 3 P.S. 111.21 et seq.

Agricultural Liming Materials Act, Act of March 17, 1978 (P.L. 15, No. 9), as amended, 3 P.S. 132-1 et seq.

The PA Plant Pest Act of 1937, Act of April 21, 1937 (P.L. 318, No. \_\_\_), as amended, 3 P.S. 214-1 et seq. and regulations promulgated pursuant thereto.

Noxious Weed Control Law, Act of April 7, 1982 (P.L. 228, No. 74), as amended, 3 P.S. 255.1 et seq.

Soil Conservation Law, Act of May 15, 1945 (P.L. 547, No. \_\_\_), as amended, 3 P.S. 849 et seq.

(Relating to weather modification), Act of January 19, 1968 (P.L. (1967) 1024, No. \_\_\_), as amended, 3 P.S. 1101 et seq.

II. Purdon's Statutes - Title 16 (Counties)

Local Health Administrative Law, Act of August 24, 1951 (P.L. 1304) 16 P.S. 1201 et seq.

(Relating to land use), Act of January 13, 1966 (P.L. (1965) 1292, No.), as amended, 16 P.S. 11941 et seq.

III. Purdon's Statutes - Title 18 (Crimes and Offenses)

The Crime Code, Act of December 6, 1972 (P.L. 1482, No. 334), as amended, 18 Pa. C.S.A. 101 et seq.

Penal Code, Act of June 24, 1939 (P.L. 872), as amended, 18 P.S. 4101, et seq.

IV. Purdon's Statutes - Title 24 (Education)

Public School Code of 1949, Act of March 10, 1949 (P.L. 30, No. \_\_\_), as amended, 24 P.S. 7-741 et seq.

V. Purdon's Statutes - Title 30 (Fish)

The Fish and Boat Code, Act of October 16, 1980 (P.L. 996, No. 175), as amended, 30 Pa. C.S.A. 101 et seq. and regulations promulgated pursuant thereto.

VI. Purdon's Statutes - Title 31

Pennsylvania Meat and Poultry Hygiene Law of 1968, Act of July 9, 1969 (P.L. 304), 31 P.S. 483.1 et seq.

Milk Sanitation Law, Act of 1935, 31 P.S. 645 to 660g.

VII. Purdon's Statutes - Title 32 (Forests, Waters and State Parks)

(Relating to water power and water supply permits), Act of June 14, 1923 (P.L. 704, No. \_\_\_), as amended, 32 P.S. 591 et seq.

Water Power and Water Supply Act, Act of June 14, 1923 (P.L. 704 Section 7). 32 P.S. 597; Section 1920-A of Administrative Code, 71 P.S. 510-520 and Department of Environmental Resources regulations promulgated under all three Acts.

Water Well Drillers License Act, Act of May 29, 1956 (P.L. (1955) 1840, No. \_\_\_), as amended, 32 P.S. 645.1 et seq. and Department of Environmental Resources regulations promulgated thereunder.

(Relating to Prevention and Control of Floods), as amended, 32 P.S. 651 et seq.

(Relating to Flood Control), Act of August 7, 1936 (P.L. 106, 1st Ex. Sess., No. 46), as amended, 32 P.S. 653 et seq.

Stream Clearance Act, Act of June 5, 1947 (P.L. 420), as amended, 32 P.S. 659 et. seq.

Flood Plain Management Act, Act of October 4, 1978 (P.L. 851, No. 166), as amended, 32 P.S. 679.101 et seq.

Storm Water Management Act, Act of October 4, 1978 (P.L. 864, No. 167), as amended, 32 P.S. 680.1 et seq.

Dam Safety and Encroachments Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. 693.1 et seq. as amended and regulations promulgated thereto.

(Relating to Stream Clearance), Act of June 5, 1947 (P.L. 422, No. \_\_\_), as amended, 32 P.S. 701 et seq.

(Relating to Potomac River Pollution), Act of May 29, 1945 (P.L. 1134, No. \_\_\_), as amended, 32 P.S. 741 et seq. (repealed in part 5-1-81).

(Relating to Schuylkill River Pollution), Act of June 4, 1945 (P.L. 1383, No. \_\_\_), as amended, 32 P.S. 751.1 et seq.

(Relating to Delaware River Pollution), Act of April 19, 1945 (P.L. 272, No. \_\_\_).

\_\_\_), as amended, 32 P.S. 815.31 et seq.

Delaware River Basin Compact, Act of July 7, 1961 (P.L. 518, No. \_\_\_), as amended, 32 P.S. 815.101 et seq.

Ohio River Valley Water Sanitation Compact, Act of April 2, 1945 (P.L. 103, No. \_\_\_), as amended, 32 P.S. 816.1 et seq.

Great Lakes Basin Compact, Act of March 22, 1956 (P.L. (1955) 1333, No. \_\_\_), as amended, 32 P.S. 817.1-817.6.

Brandywine River Valley Compact, Act of September 9, 1959 (P.L. 848, No. \_\_\_), as amended, 32 P.S. 818 et seq.

Wheeling Creek Watershed Protection and Flood Prevention District Compact, Act of August 2, 1967 (P.L. 189, No. \_\_\_), as amended, 32 P.S. 819.1 et seq.

Susquehanna River Basin Compact, Act of July 17, 1968 (P.L. 368, No. 181), as amended, 32 P.S. 820.1 et seq.

Chesapeake Bay Commission Agreement, Act of June 25, 1985 (P.L. 64, No. 25), as amended, 32 P.S. 820.11 et seq.

Pennsylvania Scenic Rivers Act, Act of December 5, 1972 (P.L. 1277), 32 P.S. 820.21 et seq.

Stoney Creek Wild and Scenic River Act, Act of March 24, 1980 (P.L. 50), 32 P.S. 820.41 et seq.

Schuykill Scenic River Act, Act of November 26, 1978 (P.L. 1415), 32 P.S. 820.31 et seq.

French Creek Scenic Rivers Act, Act of April 29, 1982 (P.L. 351), 32 P.S. 820.51 et seq.

Lehigh Scenic River Act, Act of April 5, 1982 (P.L. 222), 32 P.S. 820.61 et seq.

Lick River Wild and Scenic River Act, Act of December 17, 1982 (P.L. 1402), 32 P.S. 820.71 et seq.

Octoraro Creek Scenic River Act, Act of October 21, 1983 (P.L. 171), 32 P.S. 820.81 et seq.

Outdoor Advertising Control Act, Act of December 15, 1971, 32 P.S. 2718.101 et seq.

(Relating to Preservation and Acquisition of Land for Open Space Uses), Act of January 19, 1968 (P.L. (1967) 992, No. \_\_\_), as amended, 32 P.S. 5001 et seq.

Land and Water Conservation and Reclamation Act, Act of January 19, 1968 (P.L. (1967) 996, No. \_\_\_), as amended, 32 P.S. 5101 et seq.

Bluff Recession and Setback Act, Act of May 13, 1980 (P.L. 122 No. 48), as

amended, 32 P.S. 5201 et seq.

Wild Resource Conservation Act, Act of June 23, 1982 (P.L. 597, No. 170), as amended, 32 P.S. 5301 et seq. and regulations promulgated pursuant thereto.

Recreational Improvement and Rehabilitation Act, Act of July 2, 1984 (P.L. 527), 32 P.S. 5401 et seq. and guidelines promulgated pursuant thereto.

Water Facilities Restoration Act, Act of June 22, 1982 (P.L. 277), 32 Pa. C.S.A. 7501 et seq. and regulations promulgated pursuant thereto.

#### VIII. Purdon's Statutes - Title 34 (Game)

The Game and Wildlife Code, Act of July 8, 1986 (P.L. 442, No. 93), as amended, 34 Pa. C.S.A. 101 et seq.

#### IX. Purdon's Statutes - Title 35 (Health and Safety)

(Related to public eating and drinking places), Act of May 23, 1945 (P.L. 926, No. \_\_\_), as amended, 35 P.S. 655.1 et seq.

The Public Bathing Law, Act of June 23, 1931 (P.L. 899, No. \_\_\_), as amended, 35 P.S. 672 et seq.

The Clean Streams Law, Act of June 22, 1937 (P.L. 1987, No. \_\_\_), as amended, 35 P.S. 691.1 et seq. and Department of Environmental Resources regulations promulgated thereunder.

(Related to Commonwealth Contribution to Cost of Abating Pollution) Act of August 20, 1953 (P.L. 1217, No. \_\_\_), as amended, 35 P.S. 701 et seq.

PA Safe Drinking Water Act, Act of May 1, 1984 (P.L. 206, No. 43), as amended, 35 P.S. 721.1 et seq. and regulations promulgated pursuant thereto.

(Relating to Water Supply Sources Protection), Act of January 18, 1952 (P.L. 2148), as amended, 35 P.S. 731, 732.

PA Sewage Facilities Act, Act of January 24, 1966 (P.L. (1965) 1535, No. \_\_\_), as amended, 35 P.S. 750.1 et seq. and Department of Environmental Resources regulation promulgated thereunder.

PA Solid Waste-Resource Recovery Development Act, Act of July 20, 1974 (P.L. 572, No. 198), as amended, 35 P.S. 755.1 et seq. and regulations promulgated pursuant thereto.

(Related to pollution from abandoned mines), Act of December 15, 1965 (P.L. 1075, No. \_\_\_), as amended, 35 P.S. 760.1 et seq.

(Related to burial of radioactive materials), Act of September 8, 1959 (P.L. 807, No. \_\_\_), as amended, 35 P.S. 958.1 et seq.

Housing and Redevelopment Assistant Law, Act of May 20, 1949 (P.L. 1633), 35 P.S. 1661 et seq. as amended.



Industrialized Housing Act, Act of May 11, 1972 (P.L. 286), 35 P.S. 1651.1 et seq. as amended and regulations promulgated pursuant thereto.

Uniform Standards Code for Mobile Homes Act 69, Act of May 11, 1972 (P.L. 281), 35 P.S. 1656.1 et seq. and regulations promulgated pursuant thereto.

Manufactured Housing Construction and Safety Standards Authorization Act, Act of November 17, 1982 (P.L. 676), 35 P.S. 1656.1 et seq. and regulations promulgated pursuant thereto.

Housing Finance Agency Law (P.L. 1688 (1959)), 35 P.S. 1680.101 et seq. and regulations promulgated pursuant thereto.

Urban Redevelopment Law, Act of November 16, 1967 (P.L. 498), 35 P.S. 1701 et seq.

(Related to Camp Regulation), Act of November 10, 1959 (P.L. 1400 No.), as amended 35 P.S. 3001 et seq.

Air Pollution Control Act, Act of January 8, 1960 (P.L. (1959) 2119, No. \_\_\_), as amended 35 P.S. 4001 et seq.

Uniform Interstate Air Pollution Agreements Act, Act of February 17, 1972, 35 P.S. 4101 et seq.

Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. 6018.101 et seq. and Department of Environmental Resources regulation promulgated thereunder.

Emergency Management Services Code, Act of November 26, 1978 (P.L. 1332), 35 Pa. C.S.A. 7101 et seq.

Radiation Protection Act, Act of July 10, 1984 (P.L. 688, No. 147), as amended, 35 P.S. 7110.101 et seq. and regulations promulgated pursuant thereto.

Building Energy Conservation Act, Act of December 15, 1980 (P.L. 1203), 35 P.S. 7201.102 et seq. and regulations promulgated pursuant thereto.

Worker and Community Right-to-Know Act, Act of October 5, 1984 (P.L. 734, No. 159), as amended, 35 P.S. 7301 et seq. and regulations promulgated pursuant thereto.

Radon Gas Demonstration Project and Home Improvement Loan Act, Act of May 16, 1986 (P.L. 203), 35 P.S. 7501 et seq.

#### X. Purdon's Statutes - Title 36 (Highways and Bridges)

State Highway Law, Act of June 1, 1945 (P.L. 1242, No. \_\_\_), as amended, 36 P.S. 670-101 et seq.

(Related to Roadside Landscaping and Scenic Development), Act of September 17, 1966 (P.L. 94), 36 P.S. 670-413-1.

(Related to Junkyards along Highways), Act of July 28, 1966 (P.L. 91, Sp.

Sess. No. \_\_\_), as amended, 36 P.S. 2719.1 et seq.

Highway Vegetation Control Act, Act of December 20, 1983 (P.L. 293, No. 79), as amended, 36 P.S. 2720.1 et seq.

XI. Purdon's Statutes - Title 43 (Labor)

(Related to General Safety), Act of May 18, 1937 (P.L. 654, No. \_\_\_), as amended, 43 P.S. 25-1 et seq.

Seasonal Farm Labor Act, Act of June 23, 1978 (P.L. 537, No. 93), as amended, 43 P.S. 1301.101 et seq.

XIII. Purdon's Statutes - Title 52 (Mines and Mining)

The Coal Mine Sealing Act of 1947, Act of June 30, 1947 (P.L. 1177, No. \_\_\_), as amended, 52 P.S. 28.1 et seq.

Coal Refuse Disposal Control Act, Act of September 24, 1968 (P.L. 1040, No. 318), as amended, 52 P.S. 30.51 et seq. and regulations promulgated pursuant thereto.

(Related to Coal Land Improvement), Act of July 19, 1965 (P.L. 216, No. 117), as amended, 52 P.S. 30.101 et seq.

(Related to Mine Fines and Subsidence), Act of April 3, 1968 (P.L. 92, No. 42), as amended, 52 P.S. 30.201 et seq.

PA Anthracite Coal Mine Act, Act of November 10, 1965 (P.L. 721, No. 346), as amended, 52 P.S. 70-101 et seq.

(Related to discharge of coal into banks of streams), Act of June 27, 1913 (P.L. 640, No. \_\_\_), as amended, 52 P.S. 631 et seq.

(Related to Caving-in, Collapse, Subsidence), Act of May 27, 1921 (P.L. 1198, No. \_\_\_), as amended, 52 P.S. 661 et seq.

(Related to Subsidence), Act of September 20, 1961 (P.L. 1538, No. \_\_\_), as amended, 52 P.S. 672.1 et seq.

Anthracite Strip Mining and Conservation Act, Act of June 27, 1947 (P.L. 1095, No. \_\_\_), as amended, 52 P.S. 681.1 et seq.

(Related to control and drainage of water from coal formations), Act of July 7, 1955 (P.L. 258, No. \_\_\_), as amended, 52 P.S. 682 et seq.

(Related to Anthracite Mine Drainage), Act of July 7, 1955 (P.L. 258), 52 P.S. 687 et seq.

PA Bituminous Coal Mine Act, Act of July 17, 1961 (P.L. 659, No. \_\_\_), as amended, 52 P.S. 701-101 et seq.

(Related to Abandoned Mines), Act of May 7, 1935 (P.L. 141, No. \_\_\_), as amended, 52 P.S. 809 et seq.

(Related to maps and plans), Act of June 15, 1911 (P.L. 954, No. \_\_\_), as

amended, 52 P.S. 823.

Surface Mining Conservation and Reclamation Act, Act of May 31, 1945 (P.L. 1198, No. \_\_\_), as amended, 52 P.S. 1396.1 et seq. and Department of Environmental Resources Promulgated thereunder.

The Bituminous Mine Subsidence and Land Conservation Act, Act of April 27, 1966 (P.L. 31, 1st Sp. Sess., No. \_\_\_), 52 P.S. 1406.1 et seq.

(Related to cave-in or subsidence of surface above mines), Act of July 2, 1937 (P.L. 2787, No. \_\_\_), as amended, 52 P.S. 1407 et seq.

(Related to Coal Stripping), Act of June 18, 1941 (P.L. 133, No. \_\_\_), as amended, 52 P.S. 1471 et seq.

(Related to Coal Under State Lands), Act of June 1, 1933 (P.L. 1409, No. \_\_\_), as amended, 52 P.S. 1501 et seq.

(Related to Mining Safety Zones), Act of December 22, 1959 (P.L. 1994, No. \_\_\_), as amended, 52 P.S. 3101 et seq.

(Related to Coal Mine Subsidence Insurance Fund), Act of August 23, 1961 (P.L. 1068, No. \_\_\_), as amended, 52 P.S. 3201 et seq. and regulations promulgated pursuant thereto.

(Related to Emergency Mine Subsidence Relief), Act of November 8, 1971 (P.L. 532, No. 136), as amended, 52 P.S. 3241 et seq.

Interstate Mining Compact, Act of May 5, 1966 (P.L. 40, Sp.Sess. No. 1 No. \_\_\_), as amended, 52 P.S. 3251 et seq.

Noncoal Surface Mining Conservation and Reclamation Act, Act of December 19, 1984 (P.L. 1093, No. 219), as amended, 52 P.S. 3301 et seq. and regulations promulgated pursuant thereto.

### XIII. Purdon's Statutes - Title 58 (Oil and Gas)

Oil and Gas Conservation Law, Act of July 25, 1961 (P.L. 825, No. \_\_\_), as amended, 58 P.S. 401 et seq. and regulations promulgated pursuant thereto.

PA Used Oil Recycling Act, Act of April 9, 1982 (P.L. 314, No. 89), as amended, 58 P.S. 471 et seq.

Coal and Gas Resource Coordination Act, Act of December 18, 1984 (P.L. 1069, No. 214), as amended, 58 P.S. 501 et seq.

Oil and Gas Act, Act of December 19, 1984 (P.L. 1140, No. 233), as amended, 58 P.S. 601.101 et seq. and regulations promulgated pursuant thereto.

### XIV. Purdon's Statutes - Title 61

(Related to creation of Pennsylvania Historical and Museum Commission), Act of June 6, 1945 (P.L. 1398), P.S. 61, 62, 70, 104, 142, 158, 716.

XV. Purdon's Statutes - Title 63 (Professions and Occupations)

PA Pesticide Act of 1957 (P.L. 248 (1957)), 63 P.S. 390-9.

Sewage Treatment Plant and Waterworks Operators' Certification Act, Act of November 18, 1968 (P.L. 1052, No. 322), as amended, 63 P.S. 1004 et seq. and Department of Environmental Resources regulations promulgated thereunder.

XVI. Purdon's Statutes - Title 64 (Public Lands)

PA Appalachian Trail Act, Act of April 28, 1978 (P.L. 87, No. 41), as amended, 64 P.S. 801 et seq.

XVII. Purdon's Statutes - Title 71 (State Government)

The Administrative Code of 1929, Act of April 9, 1929 (P.L. 177, No. 175), as amended, 71 P.S. 51 et seq. and Department of Environmental Resources regulations promulgated thereunder.

Historic Preservation Act, Act of November 22, 1978 (P.L. 1160, No. 273), as amended, 71 P.S. 1047.1a et seq.

PA Urban Assistance Act of 1969, Act of March 21, 1970 (P.L. 195), 71 P.S. 1049.101 et seq. and regulations promulgated pursuant thereto.

Commerce Law, Act of May 10, 1939 (P.L. 111), 71 P.S. 1709-1 et seq.

XVIII. Purdon's Statutes - Title 72 (Taxation and Fiscal Affairs)

Project 70 Land Acquisition and Borrowing Act, Act of June 22, 1964 (P.L. 131, Sp. Sess., No. 8), as amended, 72 P.S. 3946.1 et seq.

Housing and Redevelopment Assistance Law, Act of May 20, 1949, (P.L. 579), 72 P.S. 5860 612; 5860 701, 5860 703.

(Related to pollution control services), Act of March 4, 1971 (P.L. 6, No. 2), as amended, 72 P.S. 7602.1 et seq.

IXX. Purdon's Statutes - Title 73 (Trade and Commerce)

(Related to Explosives), Act of July 1, 1937 (P.L. 2681, No. \_\_\_\_), as amended, 73 P.S. 151 et seq.

(Related to Explosives), Act of July 10, 1957 (P.L. 685, No. \_\_\_\_), as amended, 73 P.S. 164 et seq.

(Related to Black Powder), Act of May 31, 1974 (P.L. 304, No. 96), as amended, 73 P.S. 169 et seq.

(Related to excavation and demolition), Act of December 10, 1974 (P.L. 852, No. 287), as amended, 73 P.S. 176 et seq.

Industrial Development Authority Law, Act of May 17 (P.L. 1609, 1957), as amended, 73 P.S. 301.

Industrial Development Assistance Law, Act of May 31, 1956 (P.L. 1911), 73 P.S. 351 et seq. and regulations promulgated pursuant thereto.

Site Development Act, Act of May 6, 1968 (P.L. \_\_\_, No. 61), as amended, 73 P.S. 361 et seq.

XX. Purdon's Statutes - Title 75 (Vehicles)

Vehicle Code, Act of June 17, 1976 (P.L. 162, No. 81), as amended, 75 Pa. C.S.A. 101 et seq. and regulations promulgated thereto.

Hazardous Substances Transportation Act, Act of November 9, 1965 (P.L. 657), 75 P.S. 2401 et seq. and regulations promulgated pursuant thereto.

Snowmobile Law, Act of June 17, 1976 (P.L. 162, No. 81), as amended, 75 Pa. C.S.A. 7701 et seq.

(Related to hazardous materials transport), Act of June 30, 1984 (P.L. 473, No. 99), as amended, 75 Pa. C.S.A. 8301 et seq.

XXI. Purdon's Statutes - Title 77 (Workmen's Compensation)

PA Workmen's Compensation Act, Act of June 21, 1939 (P.L. 1520, No. ), as amended, 77 P.S. 1 et seq.

PA Occupational Disease Act, Act of June 21, 1939 (P.L. 566, No. 284), as amended, 77 P.S. 1201 et seq.

XXII. Other Statutes

Amending Act 484 (August 23, 1961) bringing clay mines within the scope (Subsidence Insurance) of the Act, Act of July 1, 1971.

Regulating snowmobiles, providing registration and fees, and providing penalties, Act of August 12, 1971.

Industrial Park Loans, Act of August 31, 1971.

Act limiting the amount of noise produced by motor vehicles, providing noise testing and fixing penalties, Act of January 26, 1972.

Act regulating vehicle emission systems, Act of June 16, 1972.

(Relating to Medical Waste-Manifesting and Transporter Licensing), Act of July 13, 1988 (P.L. \_\_\_, No. 93).

Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988 (P.L. \_\_\_, No. 101).

Hazardous Sites Cleanup Act, Act of October 18, 1988 (P.L. \_\_\_, No. 108) and Department of Environmental Resources regulations promulgated thereunder.

Appalachian States Low-Level Radioactive Waste Compact, 7125.1. et seq.

- M. FEDERAL (FBI) CRIMINAL HISTORY REPORT, AS OF MARCH 30, 2007  
Act 114 of 2006 Section 111, Public School Code as amended effective April 1, 2007 and  
Act 24 of 2011.

1. The applicant must register through IdentoGO, information may be found at [www.identogo.com](http://www.identogo.com).

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF DOCUMENT

DRAFT

SECTION 011200  
SUMMARY OF THE PROJECT – MULTIPLE PRIME CONTRACTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Project Work covered by Contract Documents.
- B. Contract Work descriptions.
- C. Administrative and procedural sections applicable to all Contracts.

1.02 RELATED SECTIONS

- A. Document 007216 - General Conditions of the Contract: Duties and responsibilities of the parties.

1.03 PROJECT WORK COVERED BY CONTRACT DOCUMENTS

- A. Two Prime Contracts comprise the Work planned for the Chartiers Valley High School Kitchen Make-up Air Unit Replacement, Chartiers Valley School District.
- B. Perform the Work of each of the Prime Contracts under separate stipulated lump sum contracts with the Owner.

**Chartiers Valley High School**

- 1. Contract No. 20026 - 1 HVAC Construction
- 2. Contract No. 20026 - 2 Electrical Construction

- C. Work of each separate Prime Contract is identified in the following Articles and as indicated on the Contract Drawings.

1.04 ADMINISTRATIVE AND PROCEDURAL SECTIONS APPLICABLE TO ALL CONTRACTS

- A. Section 011200 - Unit Prices
- B. Section 012300 - Alternates
- C. Section 012600 – Modifications Procedures.
- D. Section 012900 – Application for Payment
- E. Section 131000 – Coordination and Meetings
- F. Section 013116 – Coordination – Multiple Prime Contracts
- G. Section 013216 – Schedules and Reports (Preliminary CPM Schedule)
- H. Section 013300 – Submittals
- I. Section 014100 – Regulatory Requirements
- J. Section 014500 – Quality Control

- K. Section 015600 – Multiple Contracts – Selective Demolition
- L. Section 016600 – Material and Equipment
- M. Section 017123 – Field Engineering
- N. Section 017329 – Cutting and Patching
- O. Section 017516 – Starting of Systems
- P. Section 017700 – Project Closeout
- Q. Section 017823 – Operation and Maintenance Data
- R. Section 017833 – Warranties

1.05 CONTRACT NO. 13010-1 – HVAC Construction Contract

- A. Division 1 - General Requirements:
  1. Provide submittals and shop drawings to Engineer for approval.
  2. Coordinate delivery of equipment with the Preliminary CPM Schedule.
  3. Field engineering necessary for the work under this Contract.
  4. Coordination between Prime Contractors and Project CPM Construction Schedule with the Work under this Contract.
  5. Daily General Clean-up, trash and debris removal and Final clean - up.
  6. Cut, patch and paint existing to remain hard lid ceiling as required to properly install overhead work.
  7. Provide supplemental steel as necessary for new ductwork penetrations.
  8. All roof work is to be performed by an approved contractor to maintain existing warranty.
  9. Starters, motors, fuses, disconnects and switches for equipment provided under this contract to be provided. EC shall install disconnects and switches.
  10. Installation of condensation piping as required.
  11. Insulate all new ductwork and piping connections following installation of the new make-up air unit.
  12. Provide and install access doors, as necessary, to allow proper access to new valves and fittings as required.

B. Contract Work Includes:

<b>Section</b>	<b>Item Description</b>
<b>230000</b>	<p><b>Mechanical Demolition</b></p> <ol style="list-style-type: none"> <li>1 Removal of existing mechanical equipment, piping, duct, wiring and conduit in areas to be remodeled; removal of designated construction, dismantling, cutting and alterations for completion of work.</li> <li>2 Disposal of materials.</li> <li>3 Storage of removed materials.</li> <li>4 Identification of utilities.</li> <li>5 Salvaged items.</li> <li>6 Protection of items to remain as determined by Owner.</li> <li>7 Relocate existing equipment to accommodate construction.</li> </ol>
<b>230513</b>	<p><b>Common Motor Requirements for HVAC Equipment</b></p> <ol style="list-style-type: none"> <li>1 Single and three phase motors for application on equipment</li> </ol>



provided under other sections and for motors furnished loose on project.

- 230523 General Duty Valves for HVAC Piping**  
1 Plug valves.
- 230553 Identification for HVAC Piping and Equipment**  
1 Nameplates.  
2 Tags.  
3 Stencils.  
4 Pipe markers.  
5 Ceiling tacks.  
6 Labels.  
7 Lockout devices.
- 230700 HVAC Insulation**  
1 HVAC ductwork insulation, jackets and accessories.
- 230993 Sequence of Operation**  
1 Sequence of operations for system applicable to the replacement of Kitchen Make-up Air Unit.
- 231123 Facility Natural Gas Piping**  
1 Natural gas piping above ground.  
2 Unions and flanges.  
3 Strainers.  
4 Natural gas pressure regulators.  
5 Natural gas pressure relief valves.
- 233100 HVAC Ducts**  
1 Duct materials.  
2 Transverse duct connection system.  
3 Ductwork fabrication.  
4 Duct cleaning.
- 233300 Duct Accessories**  
1 Back-draft dampers.  
2 Duct access doors.  
3 Volume control dampers.  
4 Flexible duct connections.  
5 Duct test holes.

1.06 CONTRACT NO. 13010-2 Electrical Construction Contract

- A. Division 1- General Requirements:
1. Provide submittals and shop drawings to Engineer for approval.
  2. Coordinate delivery of all equipment with the respective Prime Contractor.
  3. Field engineering necessary for the work under this Contract.
  4. Coordination between Prime Contractors and Project CPM Construction Schedule with the Work under this Contract.
  5. Daily General Clean-up, trash and debris removal and Final clean - up.
  6. Provide required maintenance and warranty submittals.
  7. Removal of all electrical equipment, conduit, wiring etc. as shown on drawings.
  8. Starters, motors, fuses, disconnects and switches for equipment provided by the HC Contractor shall be installed by the EC.
  9. Cut, patch and paint existing to remain hard lid ceiling as required to properly

- install overhead work.
- 10. Removal of existing ceiling tile and grid as required to properly install the EC overhead work.
- 11. Re-installation of ceiling tile and grid removed or damaged during the work of this project. Ceiling tile and grid to be stored onsite.

B. Contract Work Includes:

<b>Section</b>	<b>Item Description</b>
<b>260001</b>	<b>Electrical Codes and Fees</b>
	1 Comply with codes in accordance with the Contract Documents.
<b>260503</b>	1 Electrical connections to equipment.
<b>260519</b>	<b>Building Wire and Cable</b>
	1 Building wire and cable.
	2 Wiring connectors and connections.
<b>260529</b>	<b>Electrical Hangers and Supports</b>
	1 Conduit and equipment supports.
	2 Formed steel channel.
	3 Spring steel clips.
	4 Sleeves.
	5 Mechanical sleeve seals.
	6 Firestopping relating to electrical work.
	7 Firestopping accessories.
<b>260533</b>	<b>Raceway and Boxes</b>
	1 Conduit and tubing, surface raceways, wireways, outlet boxes, pull and junction boxes and handholes.
<b>260553</b>	<b>Electrical Identification</b>
	1 Nameplates.
	2 Labels.
<b>262413</b>	<b>Switchboards</b>
	1 Main and distribution switchboards.
<b>283100</b>	<b>Fire Alarm System</b>
	1 Newly installed devices shall be compatible with the existing system.
	2 Programming as required.

1.07 FUTURE WORK

- A. Project is designed for future construction.

1.08 WORK SEQUENCE

- A. The Owner will occupy portions of the site and adjacent buildings on the site for the duration of the Contract. Provisions shall be made to allow the Owner access as necessary to accommodate the Owner's use of the premises during the construction period; coordinate the construction schedule and operations with the Construction manager and all other Prime Contractors:

1. Refer to Preliminary CPM Construction Schedule.
- B. The Owner will utilize portions of the site during entire period of construction for the conduct of normal operations.
- C. Construct Work in order to provide convenience for all contractors and Owner.
- D. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.
- E. Schedule the Work to accommodate this requirement.
- F. Contractors shall at all times conduct their operations as to ensure the least inconvenience to the general public.
- G. Owner shall have the right to make use of any completed or partially completed portion of the work whether or not the time may have expired for completion, but such use will not be deemed an acceptance of the work so taken or used, or any portion thereof.
  1. Prior to the Owner taking possession of an area or portion, The Architect, Construction Manager and the Owner will inspect of the portions to be occupied to determine if the same portions are in conformity with the Contract Documents. The Contractor shall not be liable for subsequent damage or operating changes due to occupancy of the completed portion unless otherwise specified.
  2. The Architect will issue a letter on behalf of the Owner, accepting the portions of completed Work and will subsequently attach this letter with the Substantial Completion form.
- H. Contractors shall secure and supply the Owner with an endorsement from the insurance carrier and surety permitting occupancy of the building or use of the project during the remaining period of construction.
- I. Contractor shall secure and pay all costs required for all necessary permits, licenses, approvals or certificates required for occupancy or completion of construction as issued or required by any agency having jurisdiction thereof.
- J. Architect will execute Certificate of Substantial Completion for each specific portion of the work prior to Owner occupancy or re-occupancy.
  1. After Owner occupancy, Contractor shall allow:
    - a) Access for Owner's personnel.
    - b) Access for the Owner to fit the facilities with movable furniture and equipment, supplies and materials.
    - c) Access for Public.
  2. Upon issuance of Substantial Completion, the Owner will be responsible for:
    - a) Operation of HVAC and Electrical systems.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

SECTION 012200  
UNIT PRICES

PART I - GENERAL

1.01 SECTION INCLUDES

- A. This section specifies administrative and procedural requirements for Unit Prices.
1. A Unit Price is an amount proposed by Bidders and stated on the Bid Form as a price per unit of measurement for materials or services that will be added to or services that will be deducted from the Contract Sum by Change Order in event that estimated quantities of Work required by the Contract Documents are increased or decreased.
  2. Unit Prices include all necessary material, labor, bailing, shoring, removal, overhead, profit, insurance, and applicable taxes, and all related work to cover the finished Work of the several kinds listed.
  3. Refer to individual Specification Sections for construction activities that require Unit Prices. Methods of measurement are specified in those sections.
  4. The Contract Documents specify similar Work to that is described in the Unit Price Schedule below, which is required to be included as a part of the Base Bid. The Unit Prices to be included on the Bid Form are to be provided independently of the price listed for the Work that is included as a part of the Base Bid.
    - a. The Unit Cost Schedule on the Bid Form indicates separate listings for abatement within existing containment and glovebag method, including mini containment chambers.
    - b. Enumerate the pricing for each method listed on the Unit Cost Schedule.
- B. Schedule: Descriptions for the Unit Price Schedule is included in Part 3 of this Section. Specifications Sections referenced in the schedule contain requirements for materials and methods described under each Unit Price.

1.02 RELATED DOCUMENTS

- A. Document 004116.1 and 004116.2 Bid Forms, for indicating amounts of Unit Prices.
- B. The Contract Drawings and the Standard Form of Agreement apply to this Section.
- C. The General Conditions of the Contract and the Supplementary Conditions to the Contract forms a part of this section by this reference and has the same force and affect as if completely printed as part of this Section.

1.04 MEASUREMENT PROCEDURES

- A. The Owner reserves the right to reject the Contractor's measurement of work-in-place that involves use of established unit prices.
- B. The units of measurement will be verified by the Engineer.

1.05 PAYMENT PROCEDURES

- A. Payment for items included in this Section will be made, per the unit of measurement as specified for the item, complete and in place or a portion thereof.

- B. Work, material or labor specified for an item will not be duplicated in measurement or payment under other unit price items.

PART 2 - PRODUCTS - (Not used)

PART 3 – EXECUTION

3.01 SCHEDULE OF UNIT PRICES

1. CONTRACT NO. 20026-1 – HVAC CONSTRUCTION CONTRACT WORK

A. **N/A**

2. CONTRACT 20026-2 – ELECTRICAL CONSTRUCTION CONTRACT WORK

A. **N/A**

END OF SECTION

DRAFT

SECTION 012300  
ALTERNATES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Submission Procedures
- B. Documentation of Changes to Contract Sum/Price and Contract Time.
- C. This section identifies each Alternate by number and describes the basic changes to be incorporated into the Work, only when that Alternate is made a part of the Work by specific provisions in the Construction Agreement.

1.2 RELATED SECTIONS

- A. Document 002113 - Instructions to Bidders (AIA Document A701 – 2018)
- B. Documents 004116.1 to 004116.2 - Bid Forms
- C. Document 005216 – Standard Form of Agreement (AIA Document A101, 2017 Edition): Incorporating Monetary Value of Accepted Alternates
- D. Section 011200 - Summary of Project - Multiple Prime Contracts
- E. Section 013300 - Submittals: Work Schedule Affected by Alternates
- F. Section 016000 - Material and Equipment: Product Options and Substitutions

1.3 REQUIREMENTS

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted alternates will be identified in the Construction Agreement and Notice of Intent to Award Letter.
- B. Coordinate related work and modify surrounding work to integrate the Work of each alternate.
- C. The referenced specification sections contain the pertinent requirements for materials and methods to achieve the work described herein.
- D. Coordinate pertinent related work and modify surrounding work as required to complete the project under each Alternate designated in the Construction Agreement.

1.4 SELECTION AND AWARD OF ALTERNATES

- A. Indicate variation of Bid Price for Alternates described below and listed in Documents 004116.1 and 004116.2 - Bid Form.
- B. Bids may be evaluated on Base Bid price. Consideration will be given to Alternates in determination of lowest responsive and responsible bidder. Bid price adjustments will be made.

PART 2 - PRODUCTS - Not used

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. HVAC CONSTRUCTION:

Alternate No. M-01: REMOVAL OF COOLING FROM NEW MAKE-UP AIR UNIT

1. Base Bid: Provide cooling in new Make-Up Air Unit as shown on drawings.
2. Alternate: Provide the new Make Up Air unit as heating and ventilating only. Supply CFM and heating capacity shall remain the same as scheduled.

Alternate No. M-2: DEW POINT SENSORS IN LIEU OF DUCT INSULATION

1. Base Bid: Wrap all existing overhead duct insulation as shown on the drawings.
2. Alternate: Provide the amount to provide a minimum of two (2) dew point sensors within the Kitchen ceiling plenum in lieu of insulating the Make Up Air supply ductwork. Include within this alternate the additional controls required to control the new Make Up Air Unit discharge temperature to remain at least 2°F (adjustable) above the dew point temperature of the plenum.

Alternate No. M-3: EXISTING DUCTWORK INSULATION

1. Base Bid: Wrap all existing overhead duct insulation as shown on the drawings.
2. Alternate: Remove insulating overhead ductwork above Kitchen from scope of work.

Alternate No. M-04: COST OF ELECTRICAL SCOPE OF WORK

1. Base Bid: No electrical construction work.
2. Alternate: The Total Cost to provide the complete scope of electrical work included in the Summary of the Project, Section 011200 - 20026-02 Electrical Construction Contract Work and shown on the drawings.

B. ELECTRICAL CONSTRUCTION:

Alternate No. EC-01: CHANGES TO ELECTRICAL REQUIREMENT IF COOLING IS REMOVED FROM NEW MAKE-UP AIR UNIT

1. Base Bid: Provide associated electrical requirements for cooling in new Make-Up Air Unit as shown on drawings.
2. Alternate: Provide associated electrical requirements Make Up Air unit in Make-Up Air Unit as shown on drawings (heating and ventilating only) as shown on drawings as Alternate EC-01.

END OF SECTION

SECTION 012600  
MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Other Contract Documents complement this section. Division 1 governs this section.

1.02 SUMMARY

- A. This section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections: Following sections contain requirements that relate to this section:
1. Section 013300 – Submittals (for requirements for Contractor's Construction Schedule.)
  2. Section 012900 – Applications for Payment (for administrative procedures for handling payment applications for change orders made after award of Contract.)
  3. Section 004324 – Substitutions (for administrative procedures for handling requests for substitutions made after award of Contract.)

1.03 MINOR CHANGES IN WORK

- A. Supplemental Instructions authorizing minor changes in work, not involving an adjustment to Contract Sum or Contract Time, will be issued by the Engineer.

1.04 CHANGE ORDER PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Proposed changes in Work that will require adjustment to Contract Sum or Contract Time will be issued by the Engineer with a detailed description of proposed change and supplemental or revised Drawings and Specifications, if necessary.
1. Proposal requests issued by the Engineer are for information only. Do not consider them an instruction either to stop work in progress, or to execute proposed change.
  2. Unless otherwise indicated in proposal request, within 7-days of receipt of proposal request, submit to the Engineer for Owner's review an estimate of cost necessary to execute proposed change.
    - a. Include detailed list of materials included to be purchased, the quantity of each, unit price of each and the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include a statement indicating effect proposed change in Work will have on Contract Time.



- B. Contractor-Initiated Change Order Proposal Requests: When latent or other unforeseen conditions require modifications to Contract, Contractor may propose changes by submitting a request for a Change to the Engineer.
1. Include statement outlining reasons for change and effect of change on Work. Provide a complete description of proposed change. Indicate effect of proposed change on Contract Sum and Contract Time.
  2. Include detailed list of materials included to be purchased, the quantity of each, unit price of each and the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
  3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  4. Comply with requirements in section "Substitutions" if proposed change in Work requires substitution of 1 product or system for a product or system specified.

#### 1.05 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: When Owner and Contractor are not in total agreement on terms of a Change Order Proposal Request, the Engineer, may issue a Construction Change Directive on AIA Form G714, instructing Contractor to proceed with a change in Work, for subsequent inclusion in a Change Order.
1. Construction Change Directive will contain a complete description of change in Work and designate method to be followed to determine change in Contract Sum or Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by Construction Change Directive.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to Contract.

#### 1.06 CHANGE ORDER PROCEDURES

- A. Upon Owner's approval of a Change Order Proposal Request, the Engineer will issue a Change Order for signatures of the Owner, Engineer and Contractor on AIA Form G701, as provided in Conditions of the Contract.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 012900  
APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.

1.02 SCHEDULE OF VALUES

- A. Coordinate preparation of the Schedule of Values with preparation of the Contractor's Preliminary CPM Construction Schedule.
- B. Submit the Schedule of Values to the Engineer 15 days after receipt of the Notice to Proceed.
- C. Submit the Schedule of Values per the phasing of the project using the Preliminary CPM Construction Schedule. The Schedule of Values shall be detailed for the individual items in each phase. Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification sections. Separately identify bonds; site mobilizations; onsite superintendent; insurance, general conditions, construction facilities, and temporary controls. The schedule of values for bonds may not exceed 1.5 % of the contract amount. For the value of the onsite superintendent, general conditions, construction facilities and temporary controls, these shall be divided by the total months of the project included in the Preliminary CPM Schedule.
- D. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:
  - 1. Generic name.
  - 2. Change Orders (numbers) that have affected value.
  - 3. Dollar value.
  - 4. Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent.
- E. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.
- F. Round amounts off to the nearest whole dollar: the total shall equal the Contract Sum.
- G. Include within each line item, a directly proportional amount of Contractor's overhead and profit.
- H. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for the cost of the materials and for installation value of that part of the Work.
- I. Change Orders and Construction Change Directives shall become a new line item on the Schedule of Values once approved and signed by all parties.

### 1.03 INITIAL APPLICATION FOR PAYMENT

- A. Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
  - 1. Approved Schedule of Values.
  - 2. Copies of Building Permits required by Contract Documents.
  - 3. Certificates of insurance and insurance policies.
  - 4. Approved Project CPM Construction Schedule
- B. FIRST APPLICATION FOR PAYMENT
  - 1. All items listed in 1.03A must be submitted and approved prior to submission of the first application for payment.

### 1.04 APPLICATIONS FOR PAYMENTS

- A. Submit an informal copy of the Payment Application to the Engineer for review one week prior to the agreed upon date. The Engineer will advise of any changes.
- B. Submit three (3) signed and notarized original copies of each application on AIA Form G702 - Application and Certificate for payment and Continuation Sheets (AIA Form G703) and all other attachments to the Engineer for review. Submit updated Construction Schedule with each Application for Payment.
- C. Content and Format: Utilize approved Schedule of Values for exact listing of items in Application for Payment:
  - 1. For each item, provide a column for listing: Item number, description of work, scheduled value, previous applications, work in place (and stored materials) under this application, authorized change orders, total completed (and stored) to date of applications, percentage of completion, balance to finish and retainage.
- D. Payment Period: Monthly, per the requirements of the Agreement Between Owner and Contractor.
- E. Preparation of Applications:
  - 1. Execute certifications by signature of authorized officer.
  - 2. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and stored products.
  - 3. List each authorized Change Order as an extension on Continuation Sheet, listing Change Order number and dollar amount as for an original item of work.
  - 4. Prepare Application for Final Payment as specified in Section 017700.
- F. Substantiating Data:
  - 1. When the Engineer requires substantiating information, submit data justifying dollar amounts in question.
  - 2. Provide one (1) copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.
  - 3. Provide Certificate of Insurance for each item stored off-site, stating specific items stored, the exact location and the replacement value of the stored materials or products.
  - 4. Provide Contractor's Affidavit stating ownership of materials and acknowledging Contractor's continued responsibility for the stored items.
- G. Consent of Surety to Final Reduction in or Partial Release of Retainage:
  - 1. Contractor must supply a completed AIA Document G707A-1994, Consent of

Surety to Final Reduction in or Partial Release of Retainage, before any reduction in retainage can occur.

1.05 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION:

- A. Administrative actions and submittals that shall precede or coincide with this application include:
1. Occupancy permits and similar approvals.
  2. Warranties (guarantees) and maintenance agreements.
  3. Maintenance instructions.
  4. Final cleaning.
  5. List of incomplete Work, recognized as exceptions to the Scope of Work.
  6. Record Documents.
  7. AIA Document G706-1994 Affidavit of Debts and Claims.
  8. AIA Document G706A-1994 Affidavit of Release of Liens.
  9. AIA Document G707-1994 Consent of Surety to Final Payment.

1.05 FINAL PAYMENT APPLICATION:

- A. Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:
1. Completion of all items specified for completion after Substantial Completion including all punch list items.
  2. Transmittal of required Project construction documents to Owner.
  3. Removal of temporary facilities and services.
  4. Removal of surplus materials, rubbish and similar elements.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 013100  
COORDINATION AND MEETINGS

PART 1 - GENERAL

1.01 SUMMARY

This section governs the administrative and coordination functions of Separate Prime Contractors that are scheduled to be on site under separate Contracts with the Owner.

1.02 SECTION INCLUDES

- A. Coordination.
- B. Alteration project procedures.
- C. Pre-construction conference.
- D. Site mobilization conference.
- E. Progress meetings.
- F. Pre-installation conferences.

1.03 RELATED SECTIONS

- A. Section 011200 - Summary of the Project: Coordination with Owner and all other contractors.
- B. Section 012900 - Applications for Payment.
- C. Section 013300 - Submittals.
- D. Section 013216 - Schedules and Reports.
- E. Section 017700 - Contract Closeout: Record documents.

1.04 COORDINATION

- A. Contractor shall:
  - 1. Perform the work as required and, in the sequence, necessary to maintain the overall progress of the project.
  - 2. Coordinate work of their employees and subcontractors.
  - 3. Expedite the work to assure compliance with approved schedules.
  - 4. Coordinate the work with that of other Prime Contractors and work by the Owner.
  - 5. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
  - 6. Mark adequate provisions to accommodate items scheduled for later installation.
  - 7. Refer to Section 013300 – Submittals, for procedure on Coordination Drawings.
- B. Contractor shall coordinate scheduling, submittals, and work of the various sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements with provisions for accommodating items to be installed later.
- C. Contractor shall verify that utility requirement characteristics of operating equipment are

compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

- D. Contractor shall coordinate with the Owner's Testing Laboratory Services:
  - 1. Verify that required laboratory personnel are present.
  - 2. Review that tests are made in accordance with specified requirements.
  - 3. Review test reports for compliance with specified requirements.
  - 4. The Contractor shall be responsible to reimburse the Owner for all cancelled construction tests due to not being prepared and ready for testing services
- E. In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- G. Coordinate completion and clean up of work of separate sections in preparation for substantial completion, and for portions of work designated for Owner's partial occupancy.
- H. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accord with Contract Documents, to minimize disruption of Owner's activities.

#### 1.05 CONSTRUCTION ORGANIZATION AND START-UP

- A. The Engineer will establish on-site lines of authority and communications:
  - 1. Schedule and conduct a pre-construction meeting and progress meetings as specified.
  - 2. Establish procedures for intra-project communications:
    - a. Submittals.
    - b. Reports and records.
    - c. Recommendations.
    - d. Coordination drawings.
    - e. Schedules.
    - f. Resolution of conflicts.
  - 3. Control the use of the site:
    - a. Allocate space for each Prime Contractor's use for field offices, sheds, and work and storage areas.
    - b. Establish locations for access, traffic, and parking allocations and regulations.
    - c. Monitor use of site during construction.

#### 1.06 PRIME CONTRACTORS' RESPONSIBILITIES FOR COORDINATION

- A. The Contractor is required to coordinate the work, schedules, and progress of the work with other contractors and other subcontractors.
- B. Monitor the use of Temporary Utilities:
  - 1. Verify that adequate services are provided and maintained.
  - 2. Coordinate use of Owner's facilities.

- C. All indicated Work, unless specifically stated otherwise, shall be done under these Contracts, regardless of the trades or type of work involved.
- D. Each Contractor shall be responsible for:
  - 1. The proper fitting of Work, both new or existing materials and substrates.
  - 2. Operations of various trades, subcontractors, and laborers employed to perform the Work of its Contract.
  - 3. Provide to each subcontractor the dimensions that may be required for fitting of its work to surrounding work.
  - 4. Fitting the work to receive, or to receive by, other Contractors.

#### 1.07 RESPONSIBILITY OF THE ENGINEER

- A. The Engineer will observe the work at all construction phases and for all contracts. Enforce the requirements of all contract documents and report deficiencies to Architect and Owner in writing immediately.
- B. The Engineer will have authority in matters concerning the coordination of all aspects of the project.
- C. Maintain reports and records at job site, available to the Engineer and Owner:
  - 1. Daily log of progress of work of each contractor.
  - 2. Records:
    - a. Contracts.
    - b. Purchase orders.
    - c. Materials and equipment records.
    - d. Applicable handbooks, codes, and standards.
  - 3. Obtain information from contractors and maintain file of record documents.
  - 4. Assemble documentation for handling of claims and disputes.
- E. Close-out Duties:
  - 1. Mechanical and electrical equipment start-up:
    - a. Coordinate checkout of utilities, operational systems, and equipment.
    - b. Assist in coordinating initial start-up and testing.
    - c. Record dates of start of operation of systems and equipment.
    - d. Submit to Owner, written notice of beginning of warranty period of equipment put into services.
  - 2. At completion of work of each contract, conduct an inspection to assure that:
    - a. Specified cleaning has been accomplished.
    - b. Temporary facilities have been removed from site.
  - 3. Substantial Completion:
    - a. Conduct an inspection to confirm or supplement Contractor's list of work to be completed or corrected.
    - b. Preparation of punch list
    - c. Supervise correction and completion of work as established in Certificate of Substantial Completion.
  - 4. When Owner occupies a portion of project prior to final completion, coordinate established responsibilities of Contractor and Owner.
  - 5. Final Completion:
    - a. When each contractor determines that work is finally complete, conduct an inspection to verify completion of work.
    - b. Final inspections.
  - 6. Administration of Contract close-out:

- a. Receive and review Contractor's final submittals.

#### 1.08 ALTERATION PROJECT PROCEDURES

- A. Materials: As specified in product sections match existing products and work for patching and extending work.
- B. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
- C. Remove, cut, and patch work in a manner to minimize damage and to provide a means of restoring products and finishes to specified condition.
- D. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.
- E. Where new work abuts or aligns with existing, perform a smooth and even transition. "Patched Work" to match existing adjacent work in finish, texture, and appearance.
- F. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
- G. Where a change of plane of 1/4" or more occurs, submit recommendation for providing a smooth transition for Architect review and request instructions from Architect.
- H. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections in accord with the approved recommendation of the Construction Manager and the Architect at no additional cost to the Owner.
- I. Finish surfaces as specified in individual product sections.

#### 1.09 PRE-CONSTRUCTION CONFERENCE

- A. Construction Manager will schedule a Pre-Construction Conference.
- B. Attendance Required: Owner, Engineer(s), all Prime Contractors' Project Managers, and Contractor's Project Superintendents.
- C. Agenda:
  - 1. Distribution of contract documents.
  - 2. Submission of executed bonds and insurance certificates, list of subcontractors, list of products, schedule of values, and progress schedule.
  - 3. Designation of personnel representing the parties in contract and the Architect.
  - 4. Procedures and processing of field decisions, submittals, substitutions, applications for payment, proposal request, change orders, and contract closeout procedures.
  - 5. Procedures for maintaining project record documents.
  - 6. Critical work sequencing schedules.
  - 7. Major deliveries and priorities.
  - 8. Safety and first aid.
  - 9. Use of premises by Owner and Contractor.
  - 10. Owner's requirements and partial occupancy.
  - 11. Construction facilities and controls.
  - 12. Temporary utilities.
  - 13. Survey and building layout.



14. Security and housekeeping procedures.
15. Procedures for testing.
16. Requirements for start-up of equipment.
17. Inspection and acceptance of equipment put into service during construction period.

#### 1.10 PROGRESS MEETINGS

- A. The Engineer will schedule and administer weekly meetings throughout progress of the work.
- B. Construction schedule will be updated at the progress meetings. Each Prime Contractor's Project Manager and Superintendent are to attend.
- C. The Engineer will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes and distribute copies to Owner, participants, and those affected by decisions made.
- D. Attendance Required by and Limited to: Each Prime Contractor's Project Manager, Foreman and Job Superintendent, Project Owner and Engineer. From time to time and as appropriate to agenda it may be requested that the following participate:
  1. Representative of a Prime Contractors, subcontractors, and supplier's attendee shall be qualified and authorized to act on behalf of the entity each represents.
  2. The attendance of a Prime Contractors, subcontractors or suppliers shall not be deemed to create any contractual relationship between the Owner and any Subcontractor or to create any rights in any Subcontract against the Owner and the Engineer.
- F. Agenda:
  1. Review minutes of previous meetings.
  2. Review of work progress.
  3. Field observations, problems, and decisions.
  4. Identification of problems, which impede planned progress.
  5. Review of status of submittals.
  6. Review of requests for information.
  7. Review of fabrication and delivery schedules.
  8. Maintenance of progress schedule.
  9. Corrective measures required to regain projected progress schedules.
  10. Planned progress during succeeding work period.
  11. Coordination of projected progress.
  12. Maintenance of quality and work standards.
  12. Effect of proposed changes on progress schedule, coordination, and on contracts.
  13. Other business relating to work.

#### 1.11 COORDINATION MEETINGS

- A. The Engineer will schedule and administer coordination meetings throughout progress of the work at regular intervals.
- B. The Engineer will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, records minutes, and distribute copies to Owner, participants, and those affected by decisions made.
- C. Attendance Required: Each Prime Contractor's Job Superintendent and, as appropriate to agenda topics for each meeting:

1. Representative of contractors, subcontractors, and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.

D. Agenda:

1. Review minutes of previous meetings.
2. Review of work progress.
3. Field observations, problems, and decisions.
4. Identification of problems that impede planned progress.
5. Review of fabrication and delivery schedules.
6. Corrective measures required to maintain the Project Schedule.
7. Planned progress during succeeding work period.
8. Coordination of projected progress.

#### 1.12 PRE-INSTALLATION CONFERENCES

- A. The Engineer will convene a pre-installation conference at work site when required in individual specification sections, or at the discretion of the Engineer prior to commencing work of the section.
- B. Attendance is required by parties directly affecting, or affected by, work of the specific section. This shall include the Project Manager, and Superintendent of the Prime Contractor.
- C. The Engineer will notify the Contractors who are required to attend at least five (5) days in advance of the meeting date.
- D. The Engineer will prepare an agenda, preside at the conference, record the minutes, and distribute copies to all in attendance within five (5) days after the conference.
- E. The meeting will be to review conditions of installation, preparation, and installation procedures, and coordination with related work.
  1. The Prime Contractor, who is responsible for performing the work, shall indicate in writing which work of other separate Prime Contractors he will need information about in order to coordinate the work of other Prime Contracts properly.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF SECTION

SECTION 013116  
COORDINATION - MULTIPLE PRIME CONTRACTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Other Contract Documents complement this section. Division 1 governs this section.

1.02 SUMMARY

- A. This section specifies minimum administrative and supervisory requirements necessary for coordination on Project to be supervised by the Engineer and collectively fulfilled by Prime Contractors including, but not limited to:
1. Coordination.
  2. Conservation and salvage.
  3. Administrative and supervisory personnel.
  4. General installation provisions.
  5. Cleaning and protection.
- B. Where applicable, each Prime Contractor shall participate in these coordination requirements, even though certain areas of responsibility are assigned to a specific prime Contractor, and even though the Engineer has general responsibility for overall coordination purposes.
- C. Requirement for Contractor's Preliminary CPM Construction Schedule is included in Division 1 section 013300 - Submittals.

1.03 COORDINATION

- A. Coordination: Each Prime Contractor shall coordinate its construction activities with those of other Prime Contractors and other entities involved to assure efficient and orderly installation of each part of Work. Each Prime Contractor shall coordinate its operations with operations included under different sections of Specifications that are dependent upon each other for proper installation, connection, and operation.
1. Where Installation of one part of Work is dependent on installation of other components, either before or after its own installation, each Prime Contractor shall schedule its construction activities in sequence required to obtain best results.
  2. Contractor's shall indicate their work on coordination drawings for the new and existing areas which are prepared by the Mechanical Contractor as indicated in Section 013300.
  3. Where availability of space is limited. The Engineer shall coordinate installation of different components among Prime Contractors to assure maximum accessibility for required maintenance, service, and repair.
  4. Each Prime Contractor shall make adequate provisions to accommodate items scheduled for later installation.
  5. Remove Work installed out of sequence that prohibits a Separate Prime Contract the ability to install Work that is dependent on their prior installation of materials or equipment.

6. No additional compensation will be considered for the uncovering or removal of the out of sequence Work.
- B. Where necessary, The Engineer will prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Memoranda will include items such as required notices, reports, and attendance at meetings.
  1. The Engineer will prepare similar memoranda for Owner and separate Contractors where coordination of their Work is required.
- C. Administrative procedures: Each Prime Contractor shall coordinate scheduling and timing of its administrative procedures with other construction activities and activities of other Prime Contractors to avoid conflicts and ensure orderly progress of Work. Such administrative activities include, but are not limited to:
  1. Preparation of schedules.
  2. Installation and removal of temporary facilities.
  3. Delivery and processing of submittals.
  4. Progress meetings.
  5. Project Closeout activities.
- D. Conservation: Each Prime Contractor shall coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
  1. Salvage materials and equipment involved in performance of, but not actually incorporated in, Work. Refer to other sections for disposition of salvaged materials that are designated as Owner's property.

#### 1.04 SUBMITTALS

- A. Staff names: Within the timeframe allotted in the Notice of Intent to Award, each Prime Contractor shall submit to the Engineer, a list of its principal staff assignments, including Project Manager, full time onsite Superintendent, Foreman and other personnel in attendance at site; identify individuals, their duties, and responsibilities; list their addresses, email addresses, telephone numbers, and home telephone numbers for use in case of "off-hour" emergencies.
  1. General: In addition to its full-time onsite project Superintendent, each Prime Contractor shall provide other administrative and supervisory personnel required for proper performance of Work, including special personnel required for coordination of operations with other Prime Contractors.

#### PART 2 – PRODUCTS (Not Used)

#### PART 3 - EXECUTION

##### 3.01 GENERAL INSTALLATION PROVISIONS

- A. Inspection of Conditions: Prime Contractor involved shall require installer of each major component to inspect both substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Manufacturer's Instructions: Comply with manufacturer's installation instructions and

recommendations, to extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.

- C. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
- D. Provide attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level. Allow for expansion and building movement.
- E. Visual Effects: Provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain best visual effect. Refer questionable choices to the Engineer for final decision.
- F. Re-check measurements and dimensions before starting each installation.
- G. Install each component during weather conditions and project status that will ensure best possible results. Isolate each part of completed construction from incompatible material as necessary to prevent deterioration.
- H. Enclosure of Work: Coordinate temporary enclosures with required inspections and tests to minimize necessity of uncovering completed construction for that purpose.

### 3.02 CLEANING AND PROTECTION

- A. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure freedom from damage or deterioration at Substantial Completion.
- B. Clean and maintain completed construction as frequently as necessary through remainder of construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- C. Limiting Exposures: Each Prime Contractor shall supervise its construction activities to ensure that no part of construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period. Where applicable, such exposures include, but are not limited to the following:
  - 1. Excessive static or dynamic loading.
  - 2. Excessive internal or external pressures.
  - 3. Excessively high or low temperatures.
  - 4. Thermal shock.
  - 5. Excessively high or low humidity.
  - 6. Air contamination or pollution.
  - 7. Water or ice.
  - 8. Solvents.
  - 9. Chemicals.
  - 10. Light.
  - 11. Radiation.
  - 12. Puncture.
  - 13. Abrasion.
  - 14. Heavy traffic.
  - 15. Soiling, staining, and corrosion.
  - 16. Bacteria.
  - 17. Rodent and insect infestation.
  - 18. Combustion.

19. Electrical current.
20. High speed operation.
21. Improper lubrication.
22. Unusual wear or other misuse.
23. Contact between incompatible materials.
24. Destructive testing.
25. Misalignment.
26. Excessive weathering.
27. Unprotected storage.
28. Improper shipping or handling.
29. Theft.
30. Vandalism.

END OF SECTION

DRAFT

SECTION 013216  
SCHEDULES AND REPORTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Schedules:
1. Preliminary CPM Construction Schedule.
  2. Proposed CPM Construction Schedule
  3. Project CPM Construction Schedule.
  4. Submittal Schedule.
  5. Schedule of Inspections and Tests.
  6. Procurement Data Form

- B. Reports:
1. Field Correction Reports.
  2. Daily Logs
  3. Special Reports.

C. References.

D. Quality Assurance.

E. Format.

F. Submittals.

G. Review and Evaluation.

H. Updating Schedules.

I. Distribution.

1.02 RELATED SECTIONS

- A. Section 011200 - Summary of the Project - Multiple Prime Contracts
- B. Section 012900 - Applications for Payment.
- D. Section 012600 – Contract Modifications.
- C. Section 013100 - Coordination and Meetings: Project meetings and review of Project CPM Construction Schedule.
- D. Section 013300 - Submittal: Shop drawings, product data, samples and Schedule of Values.

1.03 SCHEDULING

- A. An overall coordinated Project CPM Construction Schedule shall be required on this project which shall include the Work and the responsibility of the Contractor.
- B. The schedule will be used to establish and control the Project CPM Construction

Schedule. This system will be implemented by the Owner using the services of the Engineer.

- C. The Contractor shall cooperate fully with the Engineer and the Owner to create and update the Project CPM Construction Schedule as hereinafter noted and required. The Schedule, including all preliminary schedules and all updates, shall reflect the decisions of the Contractor as to sequences, durations, construction logic and all means and methods of construction. The Contractor shall provide persons of sufficient skill and information of sufficient detail and quality to enable the Engineer to prepare and update the schedules. The Contractor shall be required to allocate to the main business office and the project field office, sufficient financial resources to enable them to discharge their responsibilities in connection with scheduling.
- D. Proposed CPM Construction Schedule: Within the time allotted in the Notice of Intent to Award Contract letter, the Contractor shall submit to the Engineer a Proposed Construction CPM Schedule based on the Proposed CPM Construction Schedule. Indicate the Project's construction operations sequenced and coordinated with all Work.
  - 1. Provide a separate time bar for each significant construction activity. Coordinate each element on the schedule with other construction activities. Schedule each construction activity in proper sequence. Provide a continuous vertical line to identify the first working day of each week.
  - 2. Indicate completion of the Work in advance of the date established for Substantial Completion.
  - 3. Provide a separate time bar for each shop drawing submittal, approval of submittal, fabrication and delivery of all major equipment.
  - 4. Provide the dates submitted on the Procurement Data Form with the Bid Form. Indicate a separate activity for equipment and material as it relates to the installation.
- E. Submittal Tabulation: With the submittal of the Proposed CPM Construction Schedule, include a tabulation by date of submittal. List those submittals required to maintain orderly progress of the Work, and those required early because of long lead time for manufacture or fabrication.
- F. Coordination of Proposed CPM Construction Schedule: The Contractor shall secure time constraints from all of its subcontractors, sub-subcontractors, material suppliers, etc. for performing critical comprehensive, multi-sheet, integrated, fully developed horizontal bar-chart type or CPM type Schedule.
  - 1. Show each construction activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the Work, including the work of other contractors.
- G. Upon receipt by the Engineer of the Proposed CPM Construction Schedules of the Contractor, the initial scheduling meeting will be scheduled to review the Project CPM Construction Schedule.
  - 1. The Contractor shall cooperate with the Engineer to aid in the preparation of the Project CPM Construction Schedule. The Contractor shall provide the Engineer with all proposed sequences of operating, time estimates to complete operations, man loading and other data from subcontractors, suppliers and vendors required for the development of the Project CPM Construction Schedule and all updated



schedules until completion of the project. The approved Project CPM Construction Schedule shall meet the specified project durations and milestones as indicated in the Contract Documents. Failure to provide full cooperation with the Engineer and the Owner will be sufficient reason for declaring the Contractor in default.

2. The Contractor shall cooperate fully so that within five (5) working days after the initial scheduling meeting, the Engineer will be able to deliver to the Owner the approved Project CPM Construction Schedule signed and approved by the Contractor. The Contractor shall not assert any claim whatsoever for any delay or additional cost incurred in connection with the development of the schedules.
  - a. The Owner will withhold progress or other payments from contractors which do not comply with the requirements of this Section.
3. If there is a disagreement regarding sequences, durations, and scheduling logic, the Preliminary CPM Construction Schedule bound in the Contract Drawings will prevail as the determining authority.
4. Approval or acceptance by the Owner or Engineer of the Contractor's Proposed Construction Schedule and the Project CPM Construction Schedule, or any revisions or updates thereto, is advisory any and shall not relieve the Contractor of the responsibility for accomplishing each portion of the Work within each and every applicable specific date. Omissions and errors in the approved or accepted Project CPM Construction Schedule, or any revisions or updates shall not excuse performance which is not in compliance with the Contract. It is understood and agreed that the Project CPM Construction Schedule is to represent the Contractor's best plan and estimate for the Work; however, the Contractor acknowledges that the Project CPM Construction Schedule may have to be revised from time-to-time as progress proceeds.

#### 1.04 UPDATING OF THE PROJECT CPM CONSTRUCTION SCHEDULE

- A. The approved Project CPM Construction Schedule for this project will be updated and issued weekly. The updates will be accomplished by the Engineer meeting with the Contractor, the Architect and the Engineer. It is mandatory that the Contractor provide information to the Engineer on a weekly basis which will enable the Engineer to provide weekly updates of the Project CPM Construction Schedule for the project. All activities scheduled to be started in the next work period will be checked on a weekly basis at the regular project meetings. The Contractor is required to attend a separate weekly Schedule update meeting, as directed by the Engineer.
- B. There will be weekly Schedule meetings for the duration of the Contract. The Contractor must have an on-site coordinator available to attend these meetings and be responsible for interfacing with the overall planning and coordination effort. Meeting may be held more frequently at the discretion of the Engineer.
- C. If the latest completion time for any significant activity does not come within the time allowed by the Project CPM Construction Schedule, the sequence of activities and time for performance of activities shall be revised by the Contractor through concurrent operations, additional manpower, additional shifts or overtime, etc., until the Schedule produced indicates that all significant contract completion and occupancy dates will be met.
- D. The Contractor shall so prosecute its work that it maintains its progress according with the approved Project CPM Construction Schedule so that it causes no delays. Should the Contractor fail to maintain progress according to the Schedule or cause delays to the

project, it shall furnish such additional manpower, equipment, additional shifts or other measures that are necessary or that are directed by the Engineer to bring its operations up to Schedule without any additional cost or expense to the Owner, Architect or Engineer.

- E. Disputes regarding adherence to the Schedule and furnishing of additional resources will be resolved by the Engineer whose directions will be binding.
- F. The updating of the Project CPM Construction Schedule may result in changes in the dates on which activities and the project itself are expected to be completed. The process of updating the Project CPM Construction Schedule does not constitute approval of request for extensions of time and does not replace the process of seeking extensions in accordance with Article 8 of the General Conditions, which provision will be strictly enforced. In supporting timely filed request for extension of time, The Contractor shall adhere to the Project CPM Construction Schedules with or without the asserted delay. The Contractor must also establish that the delay is excusable in accordance with Article 8 of the General Conditions. Data drawn from the Project CPM Construction Schedule will also be used by the Owner in assessing responsibility for liquidated damages, should a Contractor or Contractors cause non-excusable delay.

#### 1.05 SCHEDULE OF SUBMITTAL

- a. Within the time allotted in the Notice of Intent to Award, The Contractor shall prepare a complete Schedule of Submittal to the Engineer. This Schedule of Submittal shall:
  - 1. Be coordinated with the list of subcontracts, Schedule of Values, As well as the Proposed CPM Construction Schedule.
  - 2. Prepare in chronological order, including submittal listed on the tabulation of submittal required during the entire Project. The following information must be provided on the Schedule of Submittal:
    - a. Schedule date for the first submittal.
    - b. Related section number.
    - c. Submittal category.
    - d. Name of subcontractor.
    - e. Description of the part of the Work covered.
    - f. Scheduled date for resubmittal.
    - g. Scheduled date the Architect's release or approval.
- B. Distribution: In accord with provisions of Section 013300.
- B. Coordinate the Submittal Schedule with the Procurement Data Form submitted with the Bid.
- D. Schedule of submittals supplied by the Contractor shall be in accordance with the submittal dates included in the Preliminary CPM Construction Schedule.

#### 1.06 SCHEDULE OF INSPECTIONS AND TESTS

- A. The Contractor shall prepare a Schedule of Inspections and Tests or any other similar service for their portions of the Work required by the Contract Documents. Submit the Schedule within the time allotted in the Notice of Intent to Award.
- B. Form: The Schedule of Inspection and Tests shall be in tabular form and shall include but not be limited to the following data:
  - 1. Specification sections number.

2. Description of the test.
3. Identification of applicable standards.
4. Identification of test methods.
5. Number of tests required.
6. Time Schedule or time span for tests.
7. Entity responsible for performing tests.
8. Requirements for taking samples.
9. Unique characteristics of each service.

C. Distribution: In accord with provisions of Sections 013300.

#### 1.07 PROCUREMENT DATA FORM

- A. Each Prime Contractor shall provide a procurement data form to the Engineer which shows items to be purchased, date of purchase, name of manufacturer, telephone number, representative's name, quoted date of delivery, current estimated date of delivery and last date of contact with the vendor. The procurement data form will be the continuation of the Procurement Data Form submitted with the Bid and updated and provided to the Engineer weekly.

#### 1.08 SPECIAL REPORTS

- A. Reporting Special Consequences/Unusual Events: When an event of an unusual and significant nature occurs at the site, each Prime Contractor shall prepare and submit a special report. List the chain of events, persons participating, response by the contractor's personnel, and evaluation of the results or effects and similar pertinent information. Advise the Construction Manager in advance when such event are known or predictable.
- B. Each Prime Contractor shall submit reports relating to a special occurrence directly to the Engineer and Owner within one (1) day of the occurrence and to other parties affected by the occurrence.
- C. Maintain on the job site in electronic form a daily log documenting the dates and time of, including but not limited to, the following items:
1. Meetings, purpose, attendees, and a brief narrative of the discussion
  2. Visitations, both authorized and unauthorized
  3. Personnel, by name, entering and leaving the Work area
  4. Special or unusual events,
  5. Number of personnel, per trade, on the Project
  6. Daily record of tasks performed in each area by all trades
  7. Daily record of material entering or leaving the Site
- D. Transmit all information to the Engineer, by email, in the format of a spreadsheet, prior to 12:00 PM daily.

PART 2 - PRODUCTS Not Used.

## PART 3 - EXECUTION

### 3.01 PRELIMINARY CPM SCHEDULE

- A. The Preliminary CPM Construction Schedule bound in the Contract Documents is intended for the Contractor's use in the preparation of its Proposed CPM Construction Schedule. The intent is to convey the anticipated sequence of Work, milestones for starting and completing activities, indicating concurrent activities and the timing for the Work in the overall context of the Schedule.

END OF SECTION

DRAFT

SECTION 013300  
SUBMITTALS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Submittal procedures.
- B. Resubmission Requirement
- C. Distribution
- D. Shop Drawing
- E. Product Data
- F. Samples
- G. Engineer's Action
- H. Reflected Ceiling Coordination Drawing

1.02 RELATED SECTIONS

- A. Document 007216 - General Conditions.
- B. Section 011200 - Summary of the Project - Multiple Prime Contacts.
- D. Section 013100 - Coordination and Meetings.
- E. Section 0133216 - Schedules and Reports.
- F. Section 017836 - Warranties

1.03 SUBMITTAL PROCEDURES

- A. Delivery of Submittals to the Engineer shall comply with the dates included in the Preliminary CPM Construction Schedule.
- B. Coordinate submissions so that complimentary submittals are provided simultaneously for effective review and initial material selections. Such examples are:
  - 1. Flooring/ base/ wall finishes/ ceilings/ blinds etc.
  - 2. Doors, frames and hardware.
  - 3. Structural steel, miscellaneous metals and decking drawings.
  - 4. Roofing, roofing accessories, insulation, sheet metal.
  - 5. Curtain wall and/ or storefront and glazing.
- C. Contractor's Submission Files in Digital Form: Electronic copies shall be substituted for paper submittals normally provided to the Engineer. These electronic copies shall be created in Adobe Acrobat PDF format and posted to the Project Web Portal site.
  - 1. Acrobat PDF copies shall include all sides of drawings, product literature, brochures or data sheets as may be necessitated to accurately represent the product submission.

2. Combine all documents related to the Submittal including a completed Submittal Cover Sheet into a single PDF file. The file shall be named to reflect the Specification Section it relates to and the sequential number of the submission as per the Submittal Log provided by the Engineer.
  3. Shop drawings shall be scanned to scale for reproduction as required for review purposes.
  4. Scanned document resolution: not less than 200 dpi (color and black and white) or greater than 300 dpi (black and white only).
  5. Adobe Acrobat version: 8.0 or later for drawings and literature documents.
  6. All PDF files must be posted with 'comments enabled' to allow markups to occur in Acrobat Reader.
  7. PDF files are to be posted, by the Contractor, to the Project Web Portal site as a means of distribution and access to the Engineer with an email to all parties as notification of a posting.
  8. After review, Engineer and its Consultants will post PDF copies with comments to the Project Web Portal site where they can be downloaded by the entire project team.
  9. Contractor shall be responsible for printing and providing to the Engineer a paper copy of all approved submittals for use and storage onsite during construction. These paper copies shall be provided within seven days of approval. Contractor shall also provide one CD or DVD electronic version of all submittals. This shall be submitted to the Engineer at the end of the project as part of project record documents.
  10. Submittals must be complete to be reviewed. No action will be taken on partial submittals. All parts and information listed in the specification section for each submittal are required to be submitted at one time.
- D. Contractor's Submission of Physical Samples: Where submission requirements are for physical samples, submit one copy each to Engineer, Owner, and others as required.
1. Each sample shall include Manufacturer, Model, Color and other identifying information required to fully describe the product.
  2. Engineer and his consultants will review samples, scan a copy of sample with review stamp and post on the Project Web Portal site for access by the entire project team.
- E. Submittals shall contain the following:
1. Procurement Data Sheet.
  2. Date of submission and dates of any previous submissions.
  3. Project title and number.
  4. Contract identification.
  5. Names of Contractor, supplier, and manufacturer.
  6. Identification of the product, with Specification Section number.
  7. Field dimensions, clearly identified as such.
  8. Relation to adjacent or critical features of the Work or materials.
  9. Applicable standards, such as ASTM or Federal Specification numbers.
  10. Identification of deviations from Contract Documents.
  11. Identification of revisions on re-submittals.
  12. An 8"x3" blank space for Engineer's review stamp.
  13. Contractor's stamp, initialed or signed, certifying to review and approval of submittals, verification of products, field measurements and field construction criteria, and coordination of information within submittal with requirements of the Work and of Contract Documents.

14. Draft copy for approval of product warranty specified. If a special warranty specified provide a complete draft for review and approval. If rejected resubmit special warranty until correct.
15. All required information as described in each and every paragraph of the submittal part of the individual specification sections.

#### 1.04 RESUBMISSION REQUIREMENT

- A. Make corrections or changes in submittals required by the Engineer and resubmit until approved.
- B. Shop Drawings and Product Data:
  1. Revise initial drawings or data, and resubmit as specified for initial submittal.
  2. Indicate any changes which have been made other than those requested by the Engineer.
- C. Samples: Submit new samples as required for initial submittal.

#### 1.05 DISTRIBUTION

- A. Distribute copies of Shop Drawings, Product Data, and Manufacturer's Instructions which carry Engineer's stamp of approval to:
  1. Job site file.
  2. Record Documents file.
  3. Subcontractors.
  4. Supplier or Fabricator.
- B. Distribute samples which carry Engineer's stamp of approval as directed by the Engineer

#### 1.06 SHOP DRAWINGS

- A. Submit shop drawings consisting of newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from Contract Documents.
  1. Do not reproduce Contract Documents or copy standard information as a basis for shop drawings.
  2. Standard information prepared without specific reference to Project is not considered a shop drawing.
- B. Shop drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
  1. Dimensions.
  2. Identification of products and materials included.
  3. Compliance with specified standards.
  4. Notation of coordination requirements.
  5. Notation of dimensions established by field measurement.
- C. Present drawings in clear and thorough manner. Identify details by reference to sheet, detail, schedule, room number, etc., as shown on Drawings.
- D. Do not use shop drawings without an appropriate final stamp indicating Engineer's action and Contractor's approval.

## 1.07 PRODUCT DATA

- A. Collect product data into a single submittal for each element of construction or system. Product data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where product data must be specially prepared because standard printed data is not suitable for use, submit shop drawings.
- B. Mark each copy to show applicable choices and options. Where printed product data includes information on several products, some of which are not required, mark copies to indicate applicable information. Following information shall be included.
  - 1. Manufacturer's printed recommendations.
  - 2. Compliance with recognized trade association standards.
  - 3. Compliance with recognized testing agency standards.
  - 4. Application of testing agency labels and seals.
  - 5. Notification of dimensions verified by field measurement.
  - 6. Notation of coordination requirements.
  - 7. Performance characteristics and capacities.
  - 8. Dimensions and clearances required.
  - 9. Wiring or piping diagrams and controls.
  - 10. Drawings and diagrams modified to delete information which is not applicable to the work.
  - 11. Supplemental information to provide information specifically applicable to the work

## 1.08 SAMPLES

- A. Submit full-size fully-fabricated samples which are cured and finished as specified and physically identical to material or product proposed for the work. Samples include partial sections of manufactured or fabricated components, cuts, or containers of materials, color range sets, and swatches showing color, texture and pattern.
  - 1. Mount, display, or package samples in manner specified, to facilitate review of qualities indicated. Prepare samples to match Engineer's sample. Include the following:
    - a. Generic description of sample.
    - b. Sample source.
    - c. Product name or name of manufacturer.
    - d. Compliance with recognized standards.
    - e. Availability and delivery time.
- B. Submit samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between final submittal and actual component as delivered and installed.
- C. Where variation in color, pattern, texture, or other characteristics are inherent in material or product represented, submit multiple units (not less than 3) that show approximate limits of variations.
- D. Review other specification sections for requirements for samples that illustrate workmanship, fabrication techniques, and details of assembly, connections, operation, and similar construction characteristics.



- E. Review other specification sections for samples to be returned to Contractor for incorporation in the work. Such samples must be undamaged at time of use. Indicate special requests regarding disposition of sample submittals on transmittal.
  - 1. Field samples specified in individual Sections are special types of samples. Field samples are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the work will be judged.

#### 1.09 ENGINEER'S ACTION

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, Engineer will review each submittal, mark to indicate action taken, and return promptly.
- B. Engineer will stamp each submittal with a self-explanatory action stamp. Stamp will be appropriately marked, as follows, to indicate action taken.
  - 1. "No Exception Taken": Proceed with work covered by submittal provided it complies with requirements of Contract Documents; final acceptance will depend upon that compliance.
  - 2. "Make Corrections Noted": Proceed with work covered by submittal provided it complies with notations or corrections on submittal and requirements of Contract Documents; final acceptance will depend on that compliance.
  - 3. "Revise and Resubmit": Do not proceed with work covered by submittal, including purchasing, fabrication, delivery, or other activity. Revise and/or prepare a new submittal in accordance with notations, and resubmit without delay. Repeat this procedure, if necessary, to obtain a different action mark. Do not use submittals marked "Revise and Submit" at Project site, or elsewhere where work is in progress.
  - 4. "Not Acceptable": Work covered by this submittal is completely unacceptable. Prepare new submittal and submit without delay.

#### 1.10 REFLECTED CEILING COORDINATION DRAWING

- A. Prepare background drawings for use as a new and existing reflected ceiling plan including acoustical ceiling layout, bulkheads and structure and general lighting layout per the Electrical Drawings.
  - 1. Indicate all spaces of the building including new work, renovated work and existing work scheduled to remain.
  - 2. Prepare drawings on a durable reproducible media.
  - 3. Submit copies per the requirements of this Section.
  - 4. After the review of the Engineer, the drawings will be returned for distribution to separate Prime Contractors.
- B. All other Separate Contractors: Indicate on the coordination drawings prepared by the Mechanical Contractor the arrangement and delineation of their work including diffusers, ductwork, piping, wiring, cable trays, conduits, raceways, lighting, speakers and other ceiling mounted or interstitial space routed building components in the following precedent of order:
  - 1. Gravity flow piping systems.
  - 2. Vent piping systems.
  - 3. Ceiling recessed lighting fixtures.
  - 4. Concealed air terminal units, fans.
  - 5. Air duct systems.
  - 6. Sprinkler systems piping.

7. Forced flow-piping systems.
  8. Electrical conduit, wiring, control wiring. Show all electrical conduits which are 1-1/2" and larger.
- C. Mechanical Contractor shall receive and mark up the drawings to the Mechanical Work of their Contract and coordinate the Mechanical Work with the Work shown on the drawing indicated to this point.
  - D. The Mechanical Contractor shall forward the drawing to the Electrical Contractor.
  - E. Electrical Contractor: Show and indicate on the drawing the plumbing Work of their Contract and coordinate the Plumbing Work with the Work shown on the drawing indicated to this point.
  - F. Electrical Contractor: Return the coordination drawing back to the General Contractor with a copy of the forwarding transmittal to the Engineer.
  - G. Order of priority does not dictate installation sequence. All affected trades will mutually agree on the sequence of installation.
  - H. Change in order of priority is permissible by mutual agreement of all affected trades.
  - I. The work of a particular trade shall not obstruct access for installation, operation and maintenance of the Work, materials and equipment of another trade.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF SECTION

SECTION 014100  
REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Description of applicable code requirements.

1.02 RELATED SECTIONS

- A. Document 007216 - General Conditions: Reference Standards.
- B. Document 007300 - Supplementary Conditions.
- C. Section 011200 - Summary of the Project - Multiple Prime Contracts.
- D. Section 013100 - Coordination and Meetings.
- E. Section 014500 - Quality Control.

1.03 QUALITY ASSURANCE

- A. Design of Code-required construction assemblies are to comply with the requirements of the code, except when more rigid requirements are specified or are required by overriding codes.
- B. Conform to reference standard by due of issue current on date for receiving bids.
- C. Obtain copies of codes and regulations when required.
- D. Maintain copy at jobsite during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference code requirements conflict with Contract Documents, request clarification from Engineer before proceeding.

1.04 SCHEDULE OF REGULATORY REQUIREMENTS

- A. All Work Must Comply with the Following:
  - 1. 2009 International Existing Building Code
  - 2. 2009 International Building Code
  - 3. 2009 IFC and NFPA 13
  - 4. PA UCC Pennsylvania Uniform Construction Code
  - 5. Pennsylvania Department of Environmental Resources
  - 6. National Board of Fire Underwriters Laboratories, Incorporated, Rules and Regulations
  - 7. Williams-Steiger Occupational Safety and Health Act of 1970
  - 8. 2009 IPC International Plumbing Code
  - 9. 2009 IECC International Energy Conservation Code
  - 11. 2009 IFC International Fuel Gas Code
  - 12. 2009 IMC International Mechanical Code
  - 13. ICC/ANSI A117.1 – 2009 Accessibility Code
  - 14. PA One Call
  - 15. National Electric Code (2011 NEC)
  - 16. Plumbing Code of Allegheny County Health Department

17. National Fire Protection Association (2010 NFPA110)

1.05 BUILDING CLASSIFICATION INFORMATION

305.1 Educational: Group E

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF SECTION

DRAFT

SECTION 014500  
QUALITY CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. References.
- C. Field samples.
- D. Mock-up.
- E. Inspection and testing laboratory services.
- F. Manufacturer's field services and reports.

1.02 RELATED SECTION

- A. Section 007216 - General Conditions of the Contract for Construction (AIA Document A201 - 2007).
- B. Section 011200 - Summary of the Project – Multiple Prime Contracts.
- C. Section 013100 - Coordination and Meetings.
- D. Section 017123 - Field Engineering.
- E. Section 013300 - Submittals: Submission of Manufacturers' Instructions and Certificates.
- F. Section 013216 - Schedules and Reports.
- G. Section 016000 - Material and Equipment: Requirements for Material and Product Quality.
- H. Section 017516 - Starting of Systems.

1.03 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Each of the Prime Contractors shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce Work of specified quality.
- B. When Contract Documents require that installation of Work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two (2) copies each to Engineer.
  - 1. Maintain one (1) set of complete instructions at the jobsite during installation and until completion.
- C. Comply fully with manufacturers' written instructions, including each step-in sequence.
- D. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

- E. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- F. Perform work by persons qualified to produce workmanship of specified quality.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.
- H. When specified in respective specification Sections, require manufacturer to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to make appropriate recommendations.
- I. Manufacturer's Representative will submit written report to Engineer observations and recommendations.
- J. Submit manufacturer's written instructions, certificates, and testing services as required in various sections of the specification thought all divisions of the Contract Documents.

#### 1.04 REFERENCES

- A. Conform to reference standard by date of issue which is current on date for receiving bids.
- B. Obtain copies of standards when required by Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention, or inference, otherwise in any reference document.

#### 1.05 FIELD SAMPLES

- A. Install field samples at the site as required by individual specifications sections for review.
- B. Acceptable samples represent a quality level for the Work.
- C. Where field sample is specified in individual sections to be removed, clear area after field sample has been accepted by the Engineer.

#### 1.06 MOCK-UP

- A. Assemble and erect specified items, with specified attachment and anchorage devices, flashings, seals, and finishes.
- B. Where mockup is specified in individual sections to be removed, clear area after mock-up has been accepted by Owner and Engineer.
- C. When approved by Engineer, mockup may become part of finished work, otherwise remove and clean up area after mockup has been accepted by Engineer.

#### 1.07 INSPECTION AND TESTING LABORATORY SERVICES

- A. Owner will appoint, employ, and pay for services of an independent Geotechnical Engineer and Testing Laboratory to observe the earthwork operations and to perform tests as directed.
- B. The Owner's Independent Firm will perform inspections, tests, and other services specified in individual specification sections and as required by the Engineer.
- C. Reports of each test and inspection will be promptly submitted by the Independent Firm to the Owner and Engineer, in triplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents. Report shall include:
  - 1. Date issued.
  - 2. Project title and number.
  - 3. Testing laboratory name, address, and telephone number.
  - 4. Name and signature of laboratory inspector.
  - 5. Date and time of sampling or inspection.
  - 6. Record of temperature and weather conditions.
  - 7. Date of test.
  - 8. Identification of product and specification section.
  - 9. Location of sample or test in the Project.
  - 10. Type of inspection or test.
  - 11. Results of tests and compliance with the Contract Documents.
  - 12. Interpretation of test results, when requested by Engineer.
- D. Each Prime Contractor shall cooperate with the Independent Firm; furnish samples of materials, design mix, equipment, tools, storage, access to work and assistance as requested.
  - 1. Notify Engineer and Independent Firm 24 hours prior to expected time for operations requiring services.
  - 2. Make arrangements with Independent Firm and pay for additional samples and tests required for Contractor's use.
- E. Retesting required because of non-conformance to specified requirements will be performed by the same Independent Firm on instructions by the Engineer. Payment for retesting shall be the responsibility of the Contractor.

#### 1.08 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual specification sections require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer, to Engineer, ten (10) days in advance of required observations. Observer subject to approval of the Engineer.
- C. Individuals are to report observations and site decisions, or instructions, given to applicators, or installers, that modify manufacturers' written instructions.
- D. Submit report in duplicate within thirty (30) days of observation to the Engineer for review.

PART 2 - PRODUCTS Not used.

PART 3 - EXECUTION Not used.

END OF SECTION

DRAFT



SECTION 015000  
CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Temporary Ventilation.
- B. Temporary Sanitary Facilities.
- C. Barriers.
- D. Construction Aids.
- E. Protection of Installed Work.
- F. Security.
- G. Parking.
- H. Progress Cleaning.
- I. Trash.
- J. Fire Protection.
- K. Temporary First-Aid Facilities.

1.02 RELATED SECTIONS

- A. Document 007216 - General Conditions of the Contract for Construction. (AIA Document A201, 2007 Edition).
- B. Section 011200 - Summary of the Project – Multiple Prime Contracts.
- C. Section 012300 - Alternates.
- D. Section 013100 - Coordination and Meetings.
- E. Section 013216 - Schedules and Reports.
- F. Section 015200 - Temporary Utilities.
- G. Section 017700 - Contract Closeout: Final cleaning.

1.03 TEMPORARY VENTILATION

- A. Each Prime Contractor: provide equipment to properly ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. When practical, and upon the approval of the Engineer, extend and supplement equipment with additional fan units as required to maintain clear air for construction operations. Remove equipment at project closeout.

- C. If Contractor requires special environmental conditions other than the existing conditions, the Contractor shall make provisions to provide the special environmental conditions.

#### 1.04 TEMPORARY SANITARY FACILITIES

- A. Mechanical Contractor: provide and maintain the following facilities and enclosures:
  - 1. Provide portable toilet units as required by manpower at the site, located where directed by the Engineer.
  - 2. Maintain temporary facilities in a clean and sanitary condition.
  - 3. Clean and service weekly, and more often, if directed by the Engineer.
  - 4. Comply with applicable Pennsylvania Department of Environmental Resources requirements with local codes.
  - 5. Permit no public nuisance or unsanitary conditions to exist on the project site.
  - 6. Remove temporary facilities when directed by the Engineer at the completion of the Project.
  - 7. Provide toilet paper and supplies for temporary toilet facilities.

#### 1.05 BARRIERS

- A. Each Prime Contractor: Provide barriers to prevent unauthorized entry to construction areas and to allow for Owner's use of site, and to protect existing facilities from damage, from construction operations and demolition.
  - 1. Provide separations as required to accommodate construction work in progress.
  - 2. Provide barricades and covered walkways required by governing authorities for public rights-of-way.

#### 1.06 CONSTRUCTION AIDS

- A. Each Prime Contractor: provide construction aids and equipment required by personnel and to facilitate execution of the Work; scaffolds, staging, ladders, stairs, ramps runways, platforms, railings, hoists, cranes, chutes, and other such facilities and equipment.
  - 1. Refer to and comply with all applicable local, state, and federal regulations for worker safety, public safety, and fire protection.
- B. Relocate construction aids as required by progress of construction, by storage or work requirements, and to accommodate requirements of Owner and other contractors employed at the site.

#### 1.07 PROTECTION OF INSTALLED WORK

- A. Each Prime Contractor:
  - 1. Protect the installed Work and provide special protection where specified in individual Sections.
  - 2. Provide temporary and removable protection for installed products. Control activity in immediate work area to minimize damage.
  - 3. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
  - 4. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
    - a. In areas subject to foot traffic, secure heavy paper, sheet goods, or other materials in place.
    - b. For movement of heavy products, lay planking or similar materials in place.
    - c. For storage of products, lay tight wood sheathing in place.

- d. Cover walls and floor surfaces used by construction personnel.
- 5. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- 6. Prohibit traffic over landscaped areas.
- 7. Protection of existing benchmarks, landmarks, adjacent property, and existing structures.
- 8. Repair of landscaping around area disturbed during construction, including but not limited to: spreading of topsoil, soil preparation, seeding, mulches, erosion control, and weed control.
- 9. Protect existing trees.

#### 1.08 SECURITY

- A. Each Prime Contractor: provide facilities to protect and secure the Work and construction operations from unauthorized entry, vandalism, or theft.
  - 1. Unlock the site at the beginning of the workday and lock and secure the site at the end of the workday.
- B. Each Prime Contractor: Provide security and protection of materials and equipment stored on the project site.
- C. Each Prime Contractor: Coordinate with Owner's existing security program.

#### 1.09 PARKING

- A. The Engineer will designate parking area to be used by construction personnel at the Pre-Construction Meeting.

#### 1.10 PROGRESS CLEANING

- A. Each Prime Contractor: maintain site and work areas in a clean and orderly condition by adhering to the following standards:
  - 1. Removing debris, garbage, litter, rubble, and rubbish from pipe chases, plenums, attics, and closed or remote spaces, prior to enclosing those spaces.
  - 2. Removing debris, garbage, litter, rubble, and rubbish from his portion of the work site daily and depositing in trash collection facilities.
  - 3. Broom and vacuum clean interior areas prior to start of surface finishing, and to continue cleaning to eliminate dust, and dirt from being present.
- B. Do not place hazardous materials in the dumpster. Remove from the site by the Prime Contractor responsible for the material.
- C. Workforce personnel are not allowed to eat meals within the confines of the existing building.
- D. Contractor shall be responsible for dust control.

#### 1.11 TRASH

- A. Each Prime Contractor: Provide trash collection facilities for the project within 100 feet of the exterior entrance to the project structure:
  - 1. Contractor: Collect and to deposit each day, debris, garbage, litter, rubble, and rubbish in the collection facilities.
    - a. Dismantle crates, crush cardboard boxes, and otherwise attempt to

- compact all such trash deposited in these collection facilities.
    - b. Provide a pallet storage area for recycling. Prime Contractor is responsible to have the pallets picked up as directed by the Engineer.
  - 2. Contractor: Remove trash from the jobsite and the overall cleanliness of the entire jobsite.
  - 3. Contractor: Remove trash, control dust, and clean area not allowing dirt and mud to accumulate.
  - 4. Maintain rodent and insect control.
  - 5. Contractor: Collect and remove their own liquid waste from the jobsite.
  - 6. No burning of trash, debris, and rubbish is allowed.
- B. Each Prime Contractor performing the cutting, patching or demolition work shall haul away the debris, trash, dirt, scrap, rubbish, and dust created by that Work.

#### 1.12 FIRE PROTECTION

- A. Each Prime Contractor: Provide the general temporary fire protection requirements.
  - 1. Prime Contractor: Provide fire protection for its own special requirements.

#### 1.13 TEMPORARY FIRST-AID FACILITIES

- A. Each Prime Contractor: Provide temporary first-aid facilities as follows:
  - 1. First-aid Personnel: Trained personnel in the administering of first-aid, and having a valid certificate issued by either the U. S. Bureau of Mines, or the American Red Cross.
- B. Conform to the training requirements of OSHA 1926.50 for first-aid personnel. Assign no fewer than one trained person for every ten employees in any single location on the worksite. Assign no fewer than two trained persons for every 25 employees on the worksite.
  - 1. Affix a first-aid emblem to the rear of hard hats worn by first-aid personnel.
- C. First-aid Supplies: Approved by a physician licensed to practice in the Commonwealth of Pennsylvania, per the requirements of OSHA 1926.50 and accessible for immediate use by all personnel on site at all times.
- D. Provide one (1) 16-unit first-aid kit (or equivalent) for each 25 persons, or fraction thereof, for all employees on the worksite and additionally where required by the Engineer.
- E. Identify each first aid station with clearly marked signs in an enclosed space which is protected from the weather, cooled in hot weather, warmed in cold weather, and lighted, and may be a part of one of the Contractor's field trailers.
- F. Locate first-aid station adjacent to either access road or public street.
- E. Equip first-aid station facilities which permit the rendering of minor medical services.
- H. Check first-aid supplies on a weekly basis. Replenish as required as the first-aid supplies are used.
- I. Remove the temporary first-aid facilities from the worksite upon Acceptance of Final Inspection by the Engineer.

PART 2 - PRODUCT Not Used.

PART 3 - EXECUTION Not Used.

END OF SECTION

DRAFT

SECTION 015200  
TEMPORARY UTILITIES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Temporary Utilities: Electricity, lighting, heat, and water.

1.02 RELATED SECTIONS

- A. Document 007216 - General Conditions.
- B. Document 007300 - Supplementary Conditions.
- C. Section 011200 - Summary of the Project.
- D. Section 012300 - Alternates.
- E. Section 013100 - Coordination and Meetings.
- F. Section 013216 - Schedules and Reports.
- G. Section 015000 - Construction Facilities and Temporary Controls: Access roads and parking areas; temporary controls, telephone, ventilation, and sanitation.
- H. Section 017700 - Project Closeout: Final cleaning.

1.03 TEMPORARY WATER SERVICE

- A. Where no other source of water is available in the construction areas, the Plumbing Contractor shall:
  - 1. Provide, protect, maintain, and pay for an adequate water supply for use of all contractors on the project during the period of construction which shall have a minimum flow of fifteen (15) gallons per minute and forty (40) pounds pressure per square inch.
  - 2. Provide water supply and hose with a sprayer for water wash down area.
  - 3. Install either the permanent water supply line, or a temporary water supply line, valved and metered at a point approximately ten (10) feet from the building.
  - 4. Determine the actual location of the above referenced point.
  - 5. Install the water service necessary for a high-pressure vehicle washdown station.
  - 6. Make available within five (5) days, after written request from a Contractor requiring same, the specified water service.
- B. Where a supply of water greater than hereinbefore specified is required, the Contractor requiring same shall install and pay all costs of such special service.
- C. Each Contractor requiring same shall be responsible to install, valve, maintain and protect temporary water lines from the Plumbing Contractor's point of termination, as hereinbefore specified, to such locations as required for the prosecution of work under their Contract. When temporary water lines are no longer required, they shall be removed by the contractor responsible for their installation and any part, of the ground or building disturbed or damaged, shall be restored to the original condition by said Contractor.

- D. Contractors who fail to carry out the responsibility in the supplying of the water, as set forth in this Contract, shall be held responsible for such failure and the Owner will have the right to take such action as it deems proper for the protection and conduct of the Work and will deduct the cost involved from the amount due the Contractor at fault.

#### 1.04 TEMPORARY LIGHT AND POWER SERVICE

##### A. Electrical Contractor shall:

1. Extend electric service to the building at a location acceptable to Prime Contractors, Construction Manager, and Architect.
2. Make available, within two (2) days, after written request from a Contractor requiring same, the specified electric services.
3. Extend the service into the building and provide adequate general lighting, including all light bulbs, and GFI power outlets for all contractors for the proper conduct of their work to the satisfaction of the Architect and the Construction Manager.
4. Provide and pay for all maintenance, servicing, operating and supervision of the service and distribution facilities.
5. Also, maintain the electric service to any equipment installed by the HVAC Contractor necessary for maintaining heat after same is required.
6. Remove temporary electrical lines that are no longer required and restore to their original condition any part, or parts of the ground, or building disturbed or damaged.
7. The Electrical Contractor shall be responsible to provide all temporary power.
  - a. Make available within three (2) days, after written request from a Contractor requiring same, and approved by the construction manager, temporary power of the size required for specialized equipment required to perform its work.
  - b. Provide temporary power required to properly operate wood gym floor finish equipment.
8. The Electrical Contractor shall provide exterior pole lights for the construction and construction trailer area and the following:
  - A. Where a service of a type, other than hereinbefore mentioned is required, the Contractor requiring same shall install and pay all costs of such special service.
  - B. The Contractor supplying permanent electric heating units shall be responsible for the mechanical operation and maintenance of these units until accepted by the Owner.
  - C. Contractor who fails to carry out the responsibility in the supplying of uninterrupted light and power, as set forth in this Contract, shall be held responsible for such failure and the Owner will have the right to take such action as it deems proper for the protection and conduct of the work and will deduct the cost involved from the amount due the contractor at fault.

#### 1.05 TEMPORARY HEAT

##### A. General Contractor shall:

1. Provide, operate, and maintain a means, acceptable to the Construction Manager, of providing sufficient heat to maintain a temperature of at least 50° F at all times within the enclosed area of the building when the building, or a portion thereof is generally enclosed by walls and roof and when the temperature is, at any time during the day or night, below 40° F and the work that is either in progress or completed, requires heat for execution and protection. Equipment and method of temporary heat shall be safe for use in an enclosed space and occupied building. Heating equipment of a nature that emits fumes, gases or exhaust will not be

allowed to be used in the confines of the building.

2. Remove, to the satisfaction of the Construction Manager and Owner's representative, all soot, smudges, stains and other deposits resulting from the use of heating equipment, prior to the application or installation of any finished work.
3. Provide equipment necessary to maintain temperature above 50° F temporary connection to the Owners natural gas is permitted. Owner will pay for the Natural Gas. The General Contractor shall arrange, at its own cost, with the Plumbing and Electrical Contractors for making such connections as are required for the operation of the heating system, permanent or temporary.
4. Give notice when a building, or major unit or room for any other energy source of permanent heat, is enclosed and furnished as herein defined.
  - a. A building, or a major unit thereof shall be considered enclosed when the exterior walls have been erected; the permanent roof is installed and in a watertight condition; door and window openings are enclosed with either permanent or temporary weather tight closures which are acceptable to the Construction Manager; concrete floor slab, or subfloor is installed at the location of permanent heating units.
  - b. A major unit of a building as referred to herein, unless otherwise defined in the specifications, shall be a fully enclosed wing, or section, which shall have a floor area equal to at least fifty percent (50%) of the total floor area of the building.
  - c. Regardless of whether the energy source of permanent heat is within the confines of the major unit or not, it shall be enclosed and floor installed at the time the attention of the HVAC Contractor is directed to his obligations to supply heat and this floor area shall not be considered in determining the area comprising the major unit.
  - d. Wall surfaces necessary to enable the HVAC Contractor to install the heating system in a manner to permit its use for supplying heat during the construction period, shall be installed and properly finished this includes final painting of walls. Such notice shall be given at a weekly job conference, and written confirmation of such notice shall be sent to the Construction Manager Owner, the Architect and to all Contractors. If the Construction Manager at the site concurs with the General Contractor that a building, or a major unit, is properly enclosed, then at the end of thirty (30) calendar days from the date of the job conference at which such notice was given, the supplying of heat shall become the responsibility of the HVAC Contractor. A confirmation of this responsibility and obligation will be incorporated in the minutes of the weekly job conference which are prepared by the Construction Manager, copies of which shall be sent to all Contractors engaged on the project who shall give due attention to their obligations in this connection. The General Contractor shall continue to provide an acceptable means of heat until the obligation of the HVAC Contractor to supply heat shall become effective as herein stated.

B. HVAC Contractor shall:

1. Provide the heat when the building or a major unit thereof as defined herein, are enclosed, and the Construction Manager has determined that heat is required for the proper execution of the work and protection of complete work after the General Contractors responsibility has ended. The HVAC Contractor's responsibility for heating shall commence thirty (30) calendar days after notice of enclosure is given by the General Contractor and accepted by the Construction Manager and the



Owner's Representative.

2. Operate when it becomes his responsibility to provide heat, either the permanent heating system, if its installation has been completed to the extent necessary to make its use possible or he may provide and operate portable heaters as approved by the Construction Manager. The HVAC Contractor shall provide such heat to a minimum temperature as may be directed by the Construction Manager for the proper conduct and protection of the work. The HVAC Contractor shall cause the system to be in operation 24 hours per day, seven (7) days per week, until such time he is relieved of this requirement by Construction Manager. It shall be the responsibility of the HVAC Contractor to operate the heating system until such time as it submits certificates of approval, in duplicate, to the Owner on the Boiler and Pressure Vessels Form from the Boiler Inspection Division, Department of Labor and Industry, Commonwealth of Pennsylvania, Harrisburg, Pennsylvania. The HVAC Contractor shall pay for and be responsible for the maintenance, mechanical operation, and supervision of the heating system throughout the period that the heat is needed and until final acceptance by the Owner of the work under his contract regardless of contract completion date.
3. Provide equipment necessary to maintain temperature above 50° F temporary connection to the Owners natural gas is permitted. Owner will pay for the natural gas, water or electricity needed to operate the portable heating units being used in lieu of the permanent heating system. The HVAC Contractor shall arrange, at its own cost, with the Plumbing and Electrical Contractors for making such connections as are required for the operation of the heating system, permanent or temporary.
4. Do not reinstall into the permanent system radiator traps and valves supplied by the HVAC Contractor for temporary use in the heating system during the period of its operation. Valves, traps, and other parts of the heating system which are permanently installed by the HVAC Contractor and used for supplying heat during the construction period, need not be replaced providing they are properly cleaned and adjusted to operate after the permanent system is in use to the satisfaction of the Owner.
5. Provide fire extinguishers at one (1) per 5,000 square feet (minimum one (1) per floor) during operation of portable heat sources.

C. Electrical Contractor shall:

1. Pay for the services of the supervision of maintenance personnel when electricians are required to supervise and maintain electrical equipment needed for the providing of heat. Should the proper type of electrical service not be available to supply electrical energy for the operation of the heating system in supplying temporary heat, the Electrical Contractor shall provide a motor driven generator unit of sufficient capacity, voltage and phasing to provide uninterrupted service for the operation of the heating system.
2. Pay the cost of all fuel consumed in the operation of the generating unit for supplying temporary heat. Provide uninterrupted electrical service to the heating, water and pumping equipment 24 hours per day, seven (7) days per week.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF SECTION

SECTION 015600  
MULTIPLE CONTRACT SELECTIVE DEMOLITION

PART 1 - GENERAL

1.00 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.01 SUMMARY

- A. This Section includes the following:
  - 1. Demolition and removal of selected site elements.
  - 2. Patching and repairs.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Section 011200 - Summary of the Work.
  - 2. Section 015000 - Construction Facilities and Temporary Controls.
  - 3. Section 015200 - Temporary Utilities.
  - 4. Section 017329 - Cutting and Patching.
  - 5. Section 017700 - Project Closeout.
  - 6. Section 024119 - Selective Demolition.

1.02 DIVISION OF RESPONSIBILITIES

- A. General: These specifications assign each Prime Contractor specific responsibilities for certain demolition Work which is indicated in each Prime Contractor's Contract Documents and for certain temporary facilities used by other Prime Contractors and other entities at site.
- B. Each Prime Contractor is responsible for performing its own selective demolition Work and for providing temporary facilities and controls that are not normal construction activities of other Prime Contractors and are not specifically assigned otherwise by Engineer.
- C. Each Prime Contractor is responsible for the following:
  - 1. Temporary protection such as walks, railings, canopies, and covered passageways.
  - 2. Dustproof partitions and temporary enclosures to limit dust, dirt, fume, and noise migration.
  - 3. Pest control.
  - 4. Tree protection.

1.03 DEFINITIONS

- A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property.
- B. Remove and Salvage: Items indicated to be removed and salvaged remain the Owner's property. Remove, clean, and pack or crate items to protect against damage. Identify contents of containers and deliver to Owner's designated storage area.

- C. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in the same locations or in locations indicated.
- D. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Engineer, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.

#### 1.04 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.
- B. Historical items indicated remain the Owner's property. Carefully remove and salvage each item in a manner to prevent damage and deliver promptly to the Owner.
- C. Historical items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to the Owner, which may be encountered during selective demolition, remain the Owner's property. Carefully remove and salvage each item or object in a manner to prevent damage and deliver promptly to the Owner.
  - 1. Cooperate with Owner's archaeologist or historical adviser.

#### 1.05 SUBMITTALS

- A. Proposed concrete and masonry removal methods.
- B. Proposed dust-control measures.
- C. Proposed noise-control measures.
- D. Schedule of selective demolition activities indicating the following:
  - 1. Detailed sequence of selective demolition and removal Work, with starting and ending dates for each activity.
  - 2. Interruption of utility services.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Use of stairs.
  - 5. Detailed sequence of selective demolition and removal Work to ensure uninterrupted progress of Owner's on-site operations.
  - 6. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
  - 7. Locations of temporary partitions and means of egress.
- E. Inventory of items to be removed and salvaged.
- F. Inventory of items to be removed by Owner.
- G. Photographs or videotape, sufficiently detailed, of existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by selective demolition operations.

- H. Documentation of previous projects of similar scope.
- I. Record drawings at Project Closeout according to Division 1 Section 017700 - Closeout Procedures.
  - 1. Identify and accurately locate capped utilities and other subsurface structural, electrical, or mechanical conditions.
- J. Landfill records indicating receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

#### 1.06 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Engage an experienced firm that has successfully completed selective demolition Work similar to that indicated for this Project and is a member of CSDA.
  - 1. Perform cutting of concrete and masonry by use of diamond cutting techniques with workers experienced in operating the required equipment.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before starting selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Pre-demolition Conference: Conduct conference at Project site to comply with pre-installation conference requirements of Division1-Section 013100 – Coordination and Meetings.

#### 1.07 PROJECT CONDITIONS

- A. Owner will occupy portions of the building immediately adjacent to selective demolition area. Conduct selective demolition so that Owner's operations will not be disrupted. Provide not less than 72 hours notice to Owner of activities that will affect Owner's operations.
- B. Owner assumes no responsibility for actual condition of buildings to be selectively demolished.
  - 1. Conditions existing at time of inspection for Bidding purpose will be maintained by Owner as far as practical.
- C. Lead: It is not expected that lead will be encountered in the Work. If any materials suspected of containing lead are encountered, do not disturb the materials. Immediately notify the Engineer and the Owner.
- D. Storage or sale of removed items or materials on-site will not be permitted.

#### 1.08 SCHEDULING

- A. Arrange selective demolition schedule so as not to interfere with Owner's on-site operations.

### PART 2 - PRODUCTS

#### 2.01 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.

1. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
2. Use materials, whose installed performance equals or surpasses that of existing materials.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with the intended function or design are encountered, investigate and measure the nature and extent of the conflict. Promptly submit a written report to the Engineer.
- E. Survey the condition of the building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during selective demolition.
- F. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

### 3.02 UTILITY SERVICES

- A. Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  1. Do not interrupt existing utilities serving occupied or operating facilities, except when authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to governing authorities.
    - a. Provide not less than 24 hours notice to Owner if shutdown of service is required during changeover.
- B. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services serving building to be selectively demolished.
  1. Arrange to shut off indicated utilities with utility companies.
  2. Where utility services are required to be removed, relocated, or abandoned, provide bypass connections to maintain continuity of service to other parts of the building before proceeding with selective demolition.
  3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal the remaining portion of pipe or conduit after bypassing.
- C. Utility Requirements: Refer to the Sections contained in Divisions 23 and 26 for shutting off, disconnecting, removing, and sealing or capping utility services. Do not start selective demolition Work until utility disconnecting and sealing have been completed and verified in writing.

### 3.03 PREPARATION

- A. HVAC Contractor shall employ a certified, licensed exterminator to treat building and to control rodents and vermin before and during selective demolition operations.
- B. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- C. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around selective demolition area.
  - 1. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction. Walks, rails, fences, ramps, directional signage, etc. will be required to allow the Owner continued use of the facility during the construction.
  - 2. Protect existing site improvements, appurtenances, and landscaping to remain.
  - 3. Prime Contractor shall erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
  - 4. Provide temporary weather protection, during interval between demolition and removal of existing construction on exterior surfaces and new construction to ensure that no water leakage or damage occurs to structure or interior areas.
  - 5. Protect walls, ceilings, floors, and other existing finished Work that are to remain and are exposed during selective demolition operations.
  - 6. Cover and protect furniture, furnishings, and equipment that have not been removed.
- D. HVAC Contractor shall erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.
  - 1. Construct dustproof partitions of not less than nominal 4" (100-mm) studs, 5/8" (16-mm) gypsum wallboard with joints taped. Extend partition from floor to underside of structure and from exterior wall or fire resistance rated partition to exterior wall or fire resistance rated partition. Construct partition following GA file no. WP 3605 (UL Design U305) of GA file no. WP1200. Owner use side is to be painted when partition is to be in place more than 2 weeks.

### 3.04 POLLUTION CONTROLS

- A. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.
  - 1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 1. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level.
- C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before start of selective demolition.

### 3.05 SELECTIVE DEMOLITION

Each Prime Contractor is responsible to remove portions of concrete slabs on grade that are not scheduled for complete removal to the limits required to properly install its work. Each Prime Contractor is required to place concrete in the area removed by it to install its work.

- A. Special Cutting Techniques: Select diamond cutting equipment based on the following guidelines.
1. Flat or Slab Sawing: Wheel-mounted machine with circular diamond blade for cutting flat horizontal surfaces such as floors and pavement.
    - a. Concrete surfaces less than 24" (610 mm) thick.
    - b. Expansion joint sawing.
    - c. Full depth sawing.
    - d. Patch repair.
    - e. Cuts to within 2" (50 mm) of vertical surfaces.
  2. Wall or Track Sawing: Track-mounted machine with circular diamond blade for cutting walls, inclined surfaces and floors. The track is mounted to the surface to be cut and can be used to cut openings to precise dimensions.
    - a. Cuts less than 24" (610 mm) thick.
    - b. Vertical wall, vent openings, mechanical ducts, penetrations.
    - c. Floor sections.
    - d. Can cut flush to horizontal and vertical surfaces.
  3. Core Drilling: Core drills are used to make precise circular openings up to 48" (1,220 mm) in diameter.
    - a. Circular through penetrations typically ranging from 3/4" (19 mm) to 48" (1,220 mm) diameter.
    - b. Stitch drilled openings (The process of using core drills to create multiple overlapping holes to remove sections of concrete.)
  4. Wire Sawing: Consists of a continuous loop of cable containing diamond beads.
    - a. Wall and floor sections greater than 18" (460 mm).
    - b. Beams and columns greater than 18" (460 mm).
    - c. Limited access cuts and remote operation cuts.
    - d. Unlimited size capabilities.
    - e. Underwater cuts.
- B. Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition Work above each floor or tier before disturbing supporting members on lower levels.
  2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remaining or adjoining construction. To minimize disturbance of adjacent surfaces, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
  3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring

- existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  5. Maintain adequate ventilation when using cutting torches.
  6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
  8. Locate selective demolition equipment throughout the structure and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  9. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
  10. Return elements of construction and surfaces to remain to condition existing before start of selective demolition operations.
- C. Demolish concrete and masonry in small sections. Cut concrete and masonry at junctures with construction to remain, using power-driven masonry saw or hand tools; do not use power-driven impact tools.
1. Use equipment incorporating diamond cutting tools.
  2. Set-up cutting equipment to maximize the machine's capabilities.
  3. Overcuts: Openings in floors and walls may be accomplished by overcutting at corners.
  4. Overcuts Prohibited: Where overcuts at openings are prohibited, wire sawing, core drilling or diamond chain sawing of corners will be permitted.
- D. Break up and remove concrete slabs on grade, unless otherwise shown to remain.
- E. Remove no more existing roofing than can be covered in one day by new roofing. See applicable Sections of Division 7 for new roofing requirements.

### 3.06 TOLERANCES

- A. Perimeter of cut openings shall be smooth with minimum amount of waviness.
1. Maximum Surface Tolerance of the Cut: +/- 1/8" (3.2 mm).
  2. Maximum I.D. Size Tolerance of the Opening: +/- 1/4" (6.4 mm).
- B. Relocate cuts over steel reinforcement to miss the steel where job requirements and openings permit.

### 3.07 PATCHING AND REPAIRS

- A. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective demolition operations.
- B. Patching is specified in Division 1 Section 017329 - Cutting and Patching.
- C. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
1. Completely fill holes and depressions in existing masonry walls to remain with an



approved masonry patching material; applied according to manufacturers' printed recommendations.

- D. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.
- E. Patch and repair floor and wall surfaces in the new space where demolished walls or partitions extend one finished area into another. Provide a flush and even surface of uniform color and appearance.
  - 1. Closely match texture and finish of existing adjacent surface.
  - 2. Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
  - 3. When patching smooth painted surfaces, extend final paint coat over entire unbroken surface containing the patch after the surface has received primer and second coat.
  - 4. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
  - 5. Inspect and test patched areas to demonstrate integrity of the installation, where feasible.
- F. Patch, repair, or re-hang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

### 3.08 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
  - 1. Provide hoists, cranes, lifts, tractors, and trucks to remove, handle, and load cut segments of concrete and masonry.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

### 3.09 CLEANING

- A. Sweep the building broom clean on completion of selective demolition operations.

END OF SECTION

SECTION 016000  
MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Products.
- B. Transportation and handling.
- C. Storage and protection.
- D. Product options.
- E. Substitutions.

1.02 RELATED SECTIONS

- A. Section AIA A701 - Instructions to Bidders: Product Options and Substitution Procedures.
- B. Section 007216 - General Conditions.
- C. Section 011200 - Summary of the Project.
- D. Section 013116 - Coordination - Multiple Prime Contracts.
- E. Section 013300 - Submittals.
- F. Section 015200 - Temporary Utilities.

1.03 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse, if so specified.
- B. Material and equipment incorporated into the work shall:
  - 1. Conform to applicable specifications and standards.
  - 2. Comply with size, make, type and equality specified, or as specifically approved in writing by the Engineer.
  - 3. Manufactured and Fabricated Products:
    - a. Design, fabricate, and assemble in accordance with the best engineering and shop practices.
    - b. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
    - c. Two (2) or more items of the same kind shall be identical, by the same manufacturer.

- d. Products shall be suitable for service conditions.
  - e. Equipment capacities, sizes, and dimensions shown, or specified, shall be adhered to unless variations are specifically approved in writing.
4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.
- C. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
  - D. Provide interchangeable components of the same manufacturer for similar components.
  - E. Comply with Specifications and referenced standards as minimum requirements.
  - F. Colors for various materials and system components specified in Divisions 2-33 shall be selected by Engineer from manufacturer's standard colors unless otherwise stated.
  - G. Do not reuse materials and equipment removed from existing construction, except as required, or allowed by Contract Documents.
  - H. Identification of manufacturer in a Section does not mean automatic approval of its product. Listed manufacturer's product must comply with specified project requirements.
  - I. Comply with manufacturer's Material Safety Data Sheets (MSDS) and EPA/Toxic Substance Control Act for delivery, storage, handling, and installation of materials and components.
- 1.04 REUSE OF EXISTING MATERIAL
- A. Except as specified, materials and equipment removed from the existing structure shall not be reused in the project.
  - B. Use special care in removal handling, storage, and reinstallation to assure proper function in the completed work.
- 1.05 TRANSPORTATION AND HANDLING
- A. Arrange deliveries of products in accordance with Project Construction Schedules, each Contractor to coordinate the deliveries to avoid conflict of work, and to suit site conditions:
    - 1. Notify the Owner's Representative 48 hours in advance of all major deliveries.
  - B. Transport and handle products in accordance with manufacturers' instructions.
  - C. Promptly inspect shipments to assure that products comply with requirements are in manufacturers' original containers with identifying labels intact, quantities are correct, and products are undamaged.
  - D. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

## 1.06 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturers' instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate-controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports above ground.
  - 1. Provide substantial platforms, blocking, or skids to support fabricated products above ground to prevent soiling or staining.
    - a. Cover products subject to discoloration or deterioration from exposure to the elements with impervious sheet coverings. Provide adequate ventilation to avoid condensation.
  - 2. Store loose granular materials on solid surfaces such as paved areas or provide plywood or sheet materials to prevent mixing with foreign matter.
    - a. Provide surface drainage to prevent flow or ponding of rainwater.
    - b. Prevent mixing with refuse, chemically injurious materials or liquids.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

## 1.07 INSPECTION AND MAINTENANCE STORED PRODUCTS

- A. Maintain periodic system of inspection of stored products on scheduled basis to ensure the following:
  - 1. State of storage facilities is adequate to provide required conditions.
  - 2. Required environmental conditions are maintained on a continuing basis.
  - 3. Surfaces of product exposed to elements are not adversely affected.
    - a. Weathering of products, coatings, and finishes is not acceptable under requirements of Contract Documents.
- B. Mechanical and electrical equipment which require servicing during long term storage shall have complete manufacturers' instructions for servicing accompanying each item, with notice of enclosed instructions, shown on exterior of package.
  - 1. Comply with manufacturers' instructions on scheduled basis.

## 1.08 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by naming one (1) or more manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by naming one (1) or more manufacturers with a Provision for "or Equal" Substitutions: Submit a request for substitution for any manufacturer not named.

## 1.09 SUBSTITUTIONS

- A. Document 00120 - Instructions to Bidders and Document 004433.1 - Substitution Request Form specify time restrictions for submitting requests for substitutions during the bidding period to requirements specified in this section.
  - 1. Within the period stipulated in the Supplementary Instructions to Bidders before opening bids of contract, Engineer will consider formal requests from the Contractor for substitution of products in place of those specified.
- B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- C. Upon Award of Contract, requests for substitutions, are to be made within thirty days, and will be limited to those products within the specifications which are specified by naming one manufacturer.
  - 1. After this period, Engineer will not accept substitutions for any reason other than non-availability of a specified product, and the Contractor must provide proof thereof.
    - a. Substitutions will not be considered when indicated on shop drawings or product data submittals without separate formal request having been previously made, when requested directly by subcontractor or supplier, or when acceptance will require revision of Contract Documents.
    - b. Substitute products shall not be ordered or installed without written acceptance.
    - c. Only one (1) request for substitution for each product will be considered. When substitution is not accepted, supply the specified product.
    - d. Engineer will determine acceptability of substitutions.

## 1.10 REQUESTS FOR SUBSTITUTIONS

- A. Submit separate request for each substitution. Submit (3) copies of each request with support data to the Engineer. Document each request with complete data substantiating compliance of proposed substitution with requirements of Contract Documents.
  - 1. The Engineer will review your request for substitution and reply with reasonable promptness.
  - 2. During the Bidding period, Engineer will record accepted substitutions in an

addendum.

- B. Identify product by specification section and article numbers. Provide manufacturer's name and address, trade name of product, and model or catalog number. List fabricators and suppliers as appropriate.
- C. List similar projects using product, dates of installation, and names of Engineer and Owner.
- D. Give itemized comparison of proposed substitution with specified product, listing variations, and reference to specification section and article number.
- E. Give quality and performance comparison between proposed substitution and the specified product.
- F. Give cost data comparing proposed substitution and the specified product, and amount of new change to Contract Sum.
- G. List availability of maintenance services and replacement materials.
- H. State affect of substitution on the construction schedule, and changes required in other work of products

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Install materials, products, and systems according to manufacturer's written installation instructions.
- B. Install to manufacturer's verbal instructions only after advising the Engineer, of installation procedure. Follow up with written description by manufacturer's representative or installer within 48 hours to Engineer.
- C. Submit installer's qualifications and experience of installing like materials and systems where required by Contract Documents and when requested by Engineer.
- D. Use skilled craftsmen who are thoroughly trained and experienced in necessary crafts and trades, and who are completely familiar with requirements and methods needed for proper installation and performance of materials, systems, and equipment installed.
- E. Securely attach materials, systems, and equipment to substrate for firm and permanent installation unless otherwise noted. Initiation of installation means acceptance of substrate and existing conditions. Notify Engineer of any deficient substrate conditions prior to installing work; start work only after deficiencies are corrected.
- F. Substrate Examination:
  - 1. Verify that substrates are of correct material, are properly located and secured, and are ready to receive additional installations.

2. Do not install materials on substrates with conditions detrimental to a proper installation.
3. Notify Contractor and Engineer in writing of deficient substrate construction. Install materials after deficiencies are corrected by Contractor.
4. Initiation of work means acceptance of substrate conditions.

END OF SECTION

DRAFT

SECTION 017123  
FIELD ENGINEERING

PART 1 – GENERAL

1.01 Related documents

- A. Other Contract Documents complement this section. Division 1 governs this section.

1.02 SUMMARY

- A. General: This section specifies administrative and procedural requirements for field engineering services, to be performed by the General Contractor including, but not necessarily limited to, following:

1. Land survey work.
2. Civil engineering services.
3. Geotechnical monitoring.

- B. Related Sections: Following sections contain requirements that relate to this section:

1. Section 013116 – Coordination (for procedures for coordinating field engineering with other construction activities.)
2. Section 013300 – Submittals (for submitting Project record surveys.)
3. Section 017700 – Project Closeout (for submitting final property survey with Project Record Documents and recording of Owner-accepted deviations from indicated lines and levels.)

1.03 SUBMITTALS

- A. Certificates: Submit a certificate signed by Land Surveyor certifying location and elevation of improvements.
- B. Final Property Survey: Submit 10 copies of final property survey.
- C. Project Record Documents: Submit a record of Work performed and an as built record survey data as required under provisions of “Submittals” and “Project Closeout” sections.

1.04 QUALITY ASSURANCE

- A. Surveyor Qualifications: General Contractor shall engage a Registered Land Surveyor registered in Commonwealth of Pennsylvania to perform required land surveying services.
- B. Engineer Qualifications: Engage an engineer of discipline required, registered in Commonwealth of Pennsylvania to perform required engineering services.

PART 2 – PRODUCTS - Not Used



## PART 3 – EXECUTION

### 3.01 EXAMINATION

- A. Identification: Owner will assist Contractor identify existing control points and property line corner stakes.
- B. Verify layout Information shown on Drawings, in relation to property survey and existing benchmarks before proceeding to layout Work. Locate and protect existing benchmarks and control points, Preserve permanent reference points during construction.
  - 1. Do not change or relocate benchmarks or control points without prior written approval. Promptly report lost or destroyed reference points, or requirements to relocate reference points because of necessary changes in grades or locations.
  - 2. Promptly replace lost or destroyed Project control points. Base replacements on original survey control points.
- C. Establish and maintain a minimum of 2 permanent benchmarks on site, referenced to data established by survey control points.
  - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
- D. Existing Utilities and Equipment: Existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify existence and location of underground utilities and other construction.
  - 1. Prior to construction, verify location and invert elevation at points of connection of sanitary sewer, storm sewer, and water service piping.

### 3.02 PERFORMANCE

- A. Working from lines and levels established by property survey. Establish benchmarks and markers to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale Drawings to determine dimensions.
  - 1. Advise entities engaged in construction activities of marked lines and levels provided for their use.
  - 2. As construction proceeds, check every major element for line, level, and plumb.
- B. Surveyor's Log: Maintain a surveyor's log of control and other survey work. Make this log available for reference.
  - 1. Record deviations from required lines and levels and advise Owner's Project Manger when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.
  - 2. On completion of foundation walls, major site improvements, and other work requiring field engineering services, prepare a certified survey

showing dimensions, location, angles, and elevations of construction and sitework.

- C. Site Improvements: Locate and lay out site improvements, including pavements, stakes for grading, fill, and topsoil placement, utility slopes and invert elevations.
- D. Building Lines and Levels: Locate and lay out batter boards for structures, building foundations, column grids and locations, floor levels, and control lines and levels required for mechanical and electrical work.
- E. Existing Utilities: Furnish information necessary to adjust, move, or relocate existing structures, utility poles, lines, services, or other appurtenances located in or affected by construction. Coordinate with local authorities having jurisdiction.
- F. Final Property Survey: Prepare a final property survey showing significant features (real property) for Project. Include on survey a certification, signed by surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on survey.
  - 1. Recording: At Substantial Completion, have final property survey recorded by or with local governing authorities as official "property survey".

END OF SECTION

SECTION 017329  
CUTTING AND PATCHING

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section specifies administrative and procedural requirements for cutting and patching.
- B. Refer to other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
- C. Each Prime Contractor is responsible to perform the cutting and patching required for it to perform its work.

1.02 QUALITY ASSURANCE

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.
  - 1. Obtain approval from the Engineer of the cutting and patching proposal before cutting and patching any structural elements.
- B. Operational and Safety Limitations: Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.
- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Owner's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace Work cut and patched in a visually unsatisfactory manner. Obtain approval for changes to the existing building exterior from the owner.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Before cutting existing surfaces examine surfaces to be cut and patched and conditions under which cutting, and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.
- B. Before proceeding, meet at the site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict.

Coordinate procedures and resolve potential conflicts before proceeding.

### 3.02 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.
- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Take all precautions necessary to avoid cutting existing pipe, conduit or ductwork serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.

### 3.03 PERFORMANCE

- A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
- B. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.
- C. Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible, review proposed procedures with the original installer; comply with the original installer's recommendations.
- D. Where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
- E. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
- F. Cut through concrete and masonry using a cutting machine such as a carborundum saw or diamond core drill.
- G. Comply with requirements of applicable Specification Sections where cutting and patching requires excavating and backfilling.
- H. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
- I. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
- J. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing. Including, removing cut brick and block pieces and installing new to match existing construction.
- K. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing the patch, after the patched area has received primer and second coat.

### 3.04 CLEANING

- A. Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove completely paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION

DRAFT

SECTION 017516  
STARTING OF SYSTEMS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Starting systems.
- B. Demonstration and instructions.
- C. Testing, adjusting, and balancing.

1.02 RELATED SECTIONS

- A. Section 011200 - Summary of the Project.
- B. Section 014500 - Quality Control: Manufacturers' field reports.
- C. Section 017700 - Contract Closeout: System operation and maintenance data and extra materials.

1.03 STARTING SYSTEMS

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Engineer seven (7) days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions which may cause damage.
- D. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of responsible Contractor's personnel in accord with Manufacturers' Instructions.
- G. When specified in individual specification sections require manufacturer to provide authorized representative to be present at site to inspect, check and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report in accord with Section 014500 that equipment or system has been properly installed and is functioning correctly.

1.04 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products to Engineer and to Owner's personnel two (2) weeks prior to Date of Substantial Completion.

- B. Demonstrate project equipment and instruct in a classroom environment located on-site and instructed by a qualified manufacturers' representative who is knowledgeable about the project.
- C. For equipment or systems requiring seasonal operation, perform demonstration for other seasons within six (6) months.
- D. Utilize operation and maintenance manual as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- E. Demonstrate start-up, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at agreed upon times at equipment location.
- F. Prepare and insert additional data in operation and maintenance manuals when need for additional data becomes apparent during instruction.
- G. The amount of time required for instruction on each item of equipment and system is that specified in individual sections.

1.05 TESTING, ADJUSTING, AND BALANCING

- A. Each Prime Contractor will appoint, employ, and pay for services of an Independent Firm to perform testing, adjusting and balancing.
- B. Reports shall be submitted by the Contractor to the Engineer indicating observations and results of tests and indicating compliance or non-compliance with specified requirements and with the requirements of the Contract Documents.

PART 2 - PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF SECTION

SECTION 017700  
PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Inspection procedures.
- B. Project record document submittal.
- C. Operating and maintenance manual submittal.
- D. Submittal of warranties.
- E. Final cleaning.

1.02 RELATED SECTIONS

- A. Document 007216 - General Conditions.
- B. Document 007300 - Supplementary Conditions.
- C. Section 011200 - Summary of the Project - Multiple Prime Contracts.
- D. Section 013100 - Coordination and Meetings.
- E. Section 013300 - Submittals.
- F. Section 013216 - Schedules and Reports.
- G. Section 014500 - Quality Control.
- H. Section 015000 - Construction Facilities and Temporary Controls.
- I. Section 017516 - Starting of Systems.
- J. Section 017823 - Operation and Maintenance Data.
- K. Division 2 through 16: Specific Closeout requirements for individual construction activities are listed in the appropriate technical Sections.

1.03 GENERAL CLOSEOUT PROCEDURES

- A. Submit written certification that the Contract Documents have been reviewed, Work has been inspected and that the Work is complete in accordance with the Contract Documents and ready for the Construction Manager's and Engineer's punch list inspection.
- B. Provide submittals to the Architect that are required by governing authorities, for complete or partial occupancy by the Owner and beneficial use of the project.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments and remaining sum due at the time of submission.
- D. Owner will occupy portions of the building as specified in Section 011200.



#### 1.04 RE-INSPECTION FEES

- A. If the Engineer must perform re-inspections due to the failure of the Work to comply with the written affirmation of completion of Work by the Contractor:
  - 1. The Owner will compensate the Engineer and Owners Representative for the additional services due to the re-inspections.
  - 2. Each re-inspection will be charged against the Contractor at the following billing rates:
    - a. Owners Representative
      - 1) Principal: \$250.00/hour
      - 2) Field Construction Manager: \$85.00/hour
    - b. Engineer
      - 1) Principal. \$150.00hour
      - 2) Project Manager: \$140.00/hour

#### 1.05 CONTRACTORS CLOSEOUT SUBMITTALS

- A. Evidence of compliance with the requirements of governing authorities:
  - 1. Certificates of Occupancy.
  - 2. Certificates of Inspection.
    - a. HVAC
    - b. Electrical
    - c. Fire Marshall
    - d. Department of Labor and Industry
- B. Operation and Maintenance Data and Instructions to Owner's personnel: Per the requirements of Section 017823.
- C. Warranties and Bonds.
- D. Keys and Keying Schedules: To requirements of Door Hardware Specification Section.
- E. Spare parts and maintenance materials.
- F. Contractor's Affidavit of Payment and Debts and Claims (AIA Form G706): To requirements of General and Supplementary Conditions of the Contract.
- G. Contractor's Affidavit of Release of Liens (AIA G706A): To requirements of General and Supplementary Conditions of the Contract.
- H. Final Contractor's or Subcontractor's Weekly Payroll Certifications for Public Work Projects (Pennsylvania Department of Labor and Industry, L&I form number LLC-25, REV 10-03).
- I. Consent of Surety Company to Final Payments (AIA Form G707).
- J. One copy of all submittals, per the requirements of Section 013300.

#### 1.06 FINAL ADJUSTMENT OF CONTRACT SUM

- A. Submit final statement of accounting to the Construction Manager. The Construction Manager will review and forward to the Architect for approval.

- B. The statement shall reflect all adjustments to the Contract Sum:
  - 1. The original Contract Sum
  - 2. Additions and Deductions resulting from Change Orders
  - 3. Unit Prices
  - 4. Deduction for uncorrected work
  - 5. Deduction for Liquidated Damages
  - 6. Deduction for re-inspections payments
- C. The Contract Manager will prepare a Change Order, reflecting adjustments to the Contract Sum which were not previously made by Change Orders.

#### 1.07 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit Final Application for Payment on AIA Forms G732- 2009 and G703 in accordance with the procedures and requirements stated in the General and Supplementary Conditions of the Contract.

#### 1.08 FINAL CLEANING

- A. Final Cleaning shall commence prior to each Contractor's request for final inspection.
- B. Each Contractor, prior to Substantial Completion and Final Cleaning, shall remove all debris, rubbish, materials, cartons, crates, protective wrappings and films and other construction related items prior to final cleaning.
- C. HVAC and Electrical Contractors shall, prior to Substantial Completion and Final Cleaning, wipe the surfaces of the HVAC and electrical equipment. Remove all excess oil and other substances prior to the Final Cleaning.
- D. All Prime Contractors, prior to Substantial Completion and Final cleaning, shall remove labels and markings that are not permanent.
- E. HVAC Contractor, prior to Substantial Completion and Final cleaning, shall clean and replace filters of operating equipment. Clean and replace permanent filters of ventilating equipment and replace disposable filters when units have been operated without filters during construction. Additionally, clean ducts, blowers and coils when units have been operated without filters during construction. Adjust operating products and equipment to ensure smooth and unhindered operation.
- F. Perform final cleaning as part of each Contractor's Work.
- G. Use cleansing solutions that are compatible with surfaces and adjacent materials being cleaned.
- H. General Contractor is responsible for overall final cleaning including but not limited to wiping dust from items other than those listed above. Cleaning of windows inside and out, cleaning all floors, walls, ceilings, casework inside and out, doors, door frames etc. All flat surfaces shall be final cleaned.

#### 1.09 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operations.

#### 1.10 PROJECT RECORD DOCUMENTS

- A. Each Prime Contractor shall maintain on-site, one set of the following record documents; clearly label each document "Project Record". Record actual revisions to the Work at the

time of the change to any segment of the Work.

1. Contract Drawings
  2. Specifications
  3. Addenda
  4. Field Test Reports
  5. Change Orders and other modifications to the Contract.
  6. Reviewed shop drawings, product data and samples.
- B. Store Record Documents separate from documents used for construction in drawing file rack. Provide lockable file cabinets for samples, specifications, change orders and other written documents.
- C. Record information concurrent with construction progress.
- D. Specifications: Legibly mark, and record, at each product section the description of actual products installed, including the following:
1. Manufacturers' name and product installed.
  2. Product substitution or alternates utilized.
  3. Changes made by Addenda and modifications.

Record Drawings: A clean, undamaged set of blue or black line prints of Contract Drawings will be maintained by each Prime Contractor. Each Prime Contractor shall mark the set to show the actual installation where the installation varies from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately. Where shop drawings are used, record a cross-reference at the corresponding location on the Record Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

1. Measured depths of foundations in relation to finish first floor.
  2. Measured horizontal and vertical location of underground utilities and appurtenances, referenced to permanent surface improvements.
  3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features in the Work.
  4. Field Changes of dimensions and details.
  5. Details not on original Contract Drawings.
  6. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
  7. Mark new information that is important to the Owner but was not shown on Contract Drawings or shop drawings.
  8. Note related change order numbers where applicable.
  9. Organize Record Drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
- E. Delete the Architect's and/or Engineer's title block from all the Documents.
- F. Submit documents to the Engineer with final Application for Payment. Accompany submittal with transmittal containing project number, title, Contractor's name and signature of Contractor's authorized representative.

#### 1.11 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra material in quantities specified in individual specifications sections.
- B. Deliver to Project site, or place in locations as directed; obtain receipt of acceptance by Owner prior to final payment.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 CLOSEOUT PROCEDURES

- A. Refer to Division 23 through 28 for close out requirements for each product.

3.02 DAILY CLEANING

- A. General daily cleaning during construction is required by the General Conditions and included in Section 015000 - Construction Facilities and Temporary Controls.

END OF SECTION

DRAFT

SECTION 017823  
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Format and content of manuals
- B. Instruction of Owner's personnel
- C. Schedule of Submittals

1.02 RELATED SECTIONS

- A. Section 011200 - Summary of the Project - Multiple Prime Contracts.
- B. Section 013300 - Submittals: Submittal procedures, shop drawings, product data and samples.
- C. Section 013216 - Schedules and Reports.
- D. Section 014500 - Quality Control: Manufacturers' instructions and test balance reports.
- E. Section 016000 - Material and Equipment: System demonstrations.
- F. Section 017516 - Starting of Systems.
- G. Section 017700 - Contract Closeout: Contract closeout procedures, project record documents, warranties and bonds.
- H. Individual Specification Sections: Specific requirements for operations and maintenance data.

1.03 QUALITY ASSURANCE

- A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.04 FORMAT

- A. Prepare data in the form of an instruction manual.
- B. Binders: Commercial quality, 8-1/2" by 11" three ring binder with hardback cleanable plastic cover, maximum 2 inch ring size.
- C. Cover: Identify each binder with typed or printed title "Operation and Maintenance Manual", title of the Project and the subject matter of the contents.
- D. Arrange the contents by Specification Section number, each system using the Table of Contents of this Project Manual as a guide.
- E. Provide tabbed fly leaf for each separate product and system. Type on the tab page the description of each product and major component parts and equipment.

- F. Text: Manufacturers' printed data, or typewritten data on bond paper.
- G. Drawings: Provide with reinforced punched binder tabs. Bind drawing in with the associated text; fold larger drawing to same size of text page and insert into punched clear sleeve.

#### 1.05 VOLUME CONTENTS

- A. Table of Contents: List project title, names, addresses, telephone and facsimile numbers of the Engineer and its related consultants and Contractor with the names of the responsible parties; schedule of products and systems, indexed to the contents of the manual.
- B. For each Product or System: List names, address and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.
- C. Product Data: Clearly mark each sheet to identify specific products and component parts, and applicable data to the installation. Delete information that is not applicable by marking out with a black line.
- D. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems to show control and flow diagrams.
  - 1. Record Documents are not allowed as maintenance drawings.
- E. Type text to supplement Product Data as a logical sequence of instructions for each procedure, incorporating manufacturers' instructions specified in Section 014500, Quality Control.
- F. Warranties and Bonds: Bind in a copy of each warranty and bond per Section 017700, Project Closeout.

#### 1.06 MANUALS FOR MATERIALS AND FINISHES

- A. Building products, applied materials and finishes: Include product data with catalog number, size, composition, texture and color designations. Provide information for reordering custom manufactured products.
- B. Instructions for Care and Maintenance: Include manufacturers' recommendation for cleaning agents and methods, precautions against damaging agents and methods, and recommended schedule for cleaning and Maintenance.
- C. Moisture protections and weather exposed products: Include product data listing applicable reference standards, chemical composition and details of installation.
  - 1. List recommendations for inspections, Maintenance and repair.
- D. List additional requirements specified in the individual product specification sections.
- E. List on the table of contents for design data, tabbed with fly sheets and space for future insertion of Owner's data.

#### 1.07 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Include description of unit or system and component parts. Identify function, normal operating characteristics and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replaceable parts.

- B. List complete electrical service characteristics, controls and communications, including panelboard circuit communications.
- C. Include a color-coded diagram of installed wiring. Match the diagram colors with the color of the installed wire.
- D. List start-up, break-in and normal routine operating instructions and sequences. Include regulation, controls, stopping, shut down, and emergency instructions.
  - 1. Include special seasonal operating instructions.
- E. Maintenance Requirements: Include normal routine procedures and guides for trouble shooting, disassembly, repair and reassembly instructions.
  - 1. List alignment, adjusting balancing and checking instructions.
- F. List schedule of service and lubrication with a list of recommended lubricants.
- G. Include manufacturers' printed operation and maintenance instructions.
- H. List sequence of operation and installed control diagram by controls manufacturer.
- I. Include original manufacturers' parts list, illustrations, assembly drawings and diagrams required for maintenance.
- J. Provide charts of valve tag numbers with location and function of each valve keyed to flow and control diagrams.
- K. Provide the approved coordination drawings indicating the installed piping diagram color coded for each piping system.
- L. Provide list of original manufacturers' spare parts, current price list, and recommended quantities provided as attic stock under this contract and the quantities to be maintained in storage.
- M. List additional requirements specified in the individual product specification sections.
- N. List on the table of contents for design data tabbed with fly sheets and space for future insertion of Owner's data.

#### 1.08 INSTRUCTION OF OWNER PERSONNEL

- A. Instruct Owner's designated personnel in operation, adjustment and maintenance of products, equipment and systems before final inspection at agreed upon times.
- B. Instruct for other seasonal operations occurring within six months after the final inspection.
- C. Reference the Operation and Maintenance Manuals as the guideline for the instruction.
  - 1. Review contents of the manual and the personnel in detail to explain all aspects of the operation and maintenance.
- D. Prepare additional data in the operation and maintenance manual when the need becomes apparent during the instruction.
  - 1. Insert the additional data in each manual in the correlating section.

1.09 SUBMITTAL

- A. Submit to the Engineer one copy of the preliminary draft with proposed formats and outlines of the contents before the start of the Work. Provide a transmittal of the submittal to the Owners Representative.
  - 1. The Engineer will review the draft copies and return one copy with comments.
- B. Submit documents on equipment or component parts put into service during the construction period and operated by the Owner within ten days of acceptance.
- C. Submit one final formatted copy of the completed volumes fifteen-days before the final inspection. This copy will be returned with comments from the Engineer.
  - 1. Revise contents of the volumes for the final submission.
- D. Submit two hard copies and one recordable CD's or thumb drives of the revised volumes of data in the final form within ten-days after final inspection.
- E. Final payment of the line item created for the record documents will be paid at the completion of the submittal and review of these documents.

PART 2 - PRODUCTS Not used.

PART 3 - EXECUTION Not used.

END OF SECTION



SECTION 017836  
WARRANTIES

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section specifies general administrative and procedural requirements for warranties required by the Contract Documents, including manufacturers' standard warranties on products and special warranties.
- B. Disclaimers and Limitations: Manufacturers' disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
- C. All warranties shall be included with product submittal information for approval by the Engineer, Owner's Representative and Owner. Special warranties received that are not in compliance with the specifications will be rejected. All warranties rejected must be resubmitted and approved prior to ordering equipment or product for which the warranty was rejected. It is the Contractors obligation to supply the information deemed necessary by the Engineer, Owner's Representative and Owner for a warranty to be approved.

1.02 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
- E. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- F. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.
- G. For equipment put into use with Owner's permission during construction, submit within 10 days after first operation. For items of Work delayed materially beyond Date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.

- H. All materials, labor, equipment and completed installations for all Work, shall be warranted by each Prime Contractor for a minimum two-year time frame (730 days) after the substantial completion date. Longer warranties shall apply as specified throughout the Contract Documents. Contractors shall notify all material and equipment suppliers that the warranty Period is for the minimum of two years.
- I. Form of Submittal: At Final Completion compile two copies of each required warranty properly executed by the Contractor, or by the Contractor, Subcontractor, Supplier, or Manufacturer. Organize the warranty documents into an orderly sequence and place in 3 ring binders with durable plastic cover. Include a table of contents listing the equipment name, warranty company name and contact information.
- J. The warranties that shall be honored for this project includes, but is not limited to, the following:

<b>Spec Section</b>	<b>Specification Title</b>	<b>Warranty</b>
230513	Common Motor Requirements for HVAC Equipment	2 Year Material and Workmanship Warranty
230523	General Duty Valves for HVAC Piping	5 Year Manufacturer's Warranty for Valves
230700	HVAC Insulation	2 Year Material and Workmanship Warranty
231123	Facility Natural Gas Piping	5 Year Manufacturer's Warranty for Valves
233100	HVAC Ducts	2 Year Material and Workmanship Warranty
233300	Air Duct Accessories	2 Year Material and Workmanship Warranty
238103	Dedicated Outdoor Air Units	10 Year Parts Warranty for Equipment Unit (if accompanied by a company provided service plan). 5 Year Parts Warranty for Equipment Unit (with no service plan). 25 Year Parts Warranty for SS Heat Exchanger and Indirect Fired Units.
260519	Building Wire and Cable	2 Year Material and Workmanship Warranty
260529	Electrical Hangers and Supports	2 Year Material and Workmanship Warranty
260531	Wiring Connections	2 Year Material and Workmanship Warranty
260533	Raceway and Boxes	2 Year Material and Workmanship Warranty
262413	Switchboards	2 Year Material and Workmanship Warranty
283100	Fire Detection and Alarm	2 Year Material and Workmanship Warranty

PART 2 - PRODUCTS Not used.

PART 3 - EXECUTION Not used.

END OF SECTION