Reading Terminal Market Corporation

Reading Terminal Capital Improvement Project

Reading Terminal Market Corporation
1136 Arch Street
Philadelphia, Pennsylvania 19107

Project Manual
(Issued For Bid Set 03/13/26)

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PROCUREMENT AND CONTRACTING REQUIREMENTS

Part 1 The specification sections noted below are included in this submission of the specification manual. The indicated authors (firms) are listed as follows:

AIA American Institute of Architects
DVJI Dimitri J. Ververelli, Inc – Consulting Engineers
PCCA Pennsylvania Convention Center
JJS Joseph Jingoli and Son, Inc.

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READING TERMINAL MARKET CORPORATION

INVITATION TO BID

BID PACKAGE- Reading Terminal Capital Improvement Project

READING TERMINAL MARKET
PHILADELPHIA, PA

Bids are invited for the following Contract in connection with the Reading Terminal Market Corporation, 1136 Arch Street, Philadelphia, PA 19107 in accordance the Documents attached hereto.

The Reading Terminal Market Corporation (RTMC) will procure this Bid Package as indicated in the specifications and the attached Cover Page for the Project Manual.

Bids will be received at:
Reading Terminal Market Corporation 1136 Arch Street, Suite 400
Philadelphia, PA. 19107
Attention: Annie Allman, General Manager

until 2:00 PM (EST) on **Monday, May 11, 2026** at which time all Bids received will be opened and read aloud. Bids received after such time will be returned unopened.

Where Bid Security is required, the bid shall be accompanied by Bid Security in the form of either a certified check or a surety company's Bid Bond in substantially the form contained in these materials and, in either case, in an amount of not less than 5% of the Total Base Contract Bid, which Bid Security shall be payable to the Reading Terminal Market Corporation as payee or oblige.

Bidders may access and copy the bid documents at the:

Reading Terminal Market Corporation https://readingterminalmarket.org/capital-projects/

Questions during the bid period should be directed to:

Gary Matthias
Construction Manager
Joseph Jingoli & Son, Inc.
gmatthias@jingoli.com
(609) 209-0435

To assure that RTMC has an accurate list of Bidders and the Bidders receive Addenda from RTMC, Bidders are to indicate their intention to bid by the time and date indicated on the Project Schedule. Registration is mandatory. Registration is by email. The email is to be sent to:

Attention: Gary Matthias, Construction Manager
E-mail: gmatthias@jingoli.com

Failure to follow this procedure may disqualify a Bidder.

Until the time and date indicated on the Project Schedule, Bidders may submit in writing to the RTMC any comments or questions related to the Bid Documents or the Project. RTMC will consider the comments and questions and if RTMC determines in its sole discretion that changes to any of the documents are appropriate, then an Addendum to the Bid Documents will be issued to all registered bidders. Exceptions, modifications, or qualifications to any of the Bid Documents which are submitted with the Bid will not be accepted and could be considered cause for disqualification.

All questions pertaining to this Invitation to Bid must be submitted by email (with confirmed receipt) to the:

Gary Matthias
Construction Manager
Joseph Jingoli & Son, Inc.
gmatthias@jingoli.com
(609) 209-0435

If an award is made because of this Invitation to Bid, RTMC will award a Contract to the responsible Bidder submitting the lowest responsive Bid, as determined in the sole discretion of the RTMC. Notwithstanding the foregoing, RTMC reserves the right to reject any and all Bids if RTMC determines that doing so would be in the best interests of RTMC. Note: The term contract will be utilized throughout this document. RTMC will issue Contracts that will have language consistent with the Bid Document attached appropriately.

Project Schedule and Bid Checklist

BID PACKAGE- Reading Terminal Capital Improvement Project

Invitation to Bid:	Monday, April 13, 2026
Documents Available:	Monday, April 13, 2026
Registration to Bid (Last Day):	Thursday, April 16, 2026
Site Visit, Mandatory (10:00 AM EST.):	Monday, April 20, 2026
Deadline for Requests for Information (2:00 PM EST.):	Monday, April 27, 2026
Receipt of Bids (2:00 PM EST.):	Monday, May 11, 2026

Bid Checklist:

- Bid Form
- Best and Good Faith Effort
- Code of Conduct
- PA Non-Discrimination and Sexual Harassment Clause
- Acknowledgment of Addenda
- Signed Bid
- Non-Collusion Affidavit
- Consent of Surety
- Bid Bond
- Contractors Qualification Statement

Intent to Award Bid:	Friday, May 15, 2026
Notice to Proceed: (On or About)	Wednesday, May 20, 2026
Contract Time (From Notice to Proceed):	195 Calendar Days

INSTRUCTIONS TO BIDDERS

1. GENERAL INFORMATION

A. These Instructions to Bidders refer to the RTMC as the Owner of the Project.

B. Refer to the Invitation to Bid for information relating to time, date and place for receipt of Bids, and other pertinent bidding information.

C. All furniture, fixtures and equipment provided under this Bid shall be FOB Destination at the Reading Terminal Market. The Bidder is to include all items of labor, materials, tools, equipment, insurance and other costs necessary to fully complete the Work pursuant to the Contract Documents.

D. All insurance as indicated in the Bid Documents or otherwise required shall be provided by the Vendor.

E. Where Bid Security is required by the Bid Documents: Bids submitted without Bid Security will not be considered.

2. SECURING DOCUMENTS

A. Bid Documents will be placed on file and may be examined and retrieved on and after the date of issuance of the Bid Documents from the Reading Terminal Market Web site at:

https://readingterminalmarket.org/capital-projects/

B. To assure that RTMC has an accurate list of Bidders and the Bidders receive Addenda from RTMC, Bidders are required to indicate their intention to bid by the time and date indicated on the Project Schedule. The registration is mandatory. Registration is by email that requests a receipt. The email is to be sent to:

Attention: Gary Matthias, Construction Manager
E-mail: gmatthias@jingoli.com

C. Failure to follow this procedure may disqualify a Bidder.

3. EXAMINATION OF BID DOCUMENTS

A. Each Bidder shall carefully examine the Bid Documents and all Addenda and thoroughly familiarize itself with the detailed requirements prior to submitting a Bid.

B. Until the time and date indicated on the Project Schedule, Bidders may submit in writing to the RTMC any comments or questions related to the Bid Documents or the Project. RTMC will consider the

comments and question and if RTMC determines in its sole discretion that changes to any of the documents are appropriate, then an Addendum to the Bid Documents will be issued to all registered bidders. Exceptions, modifications or qualifications to any of the Bid Documents which are submitted with the Bid will not be accepted and could be considered cause for disqualification. Failure of Bidder to clarify ambiguities prior to bid opening as aforesaid constitutes a waiver of its right to raise any such ambiguity after bid opening.

C. All questions pertaining to this Bid must be submitted by email (with confirmed receipt) to:

Gary Matthias
Construction Manager
Joseph Jingoli & Son, Inc.
gmatthias@jingoli.com
(609) 209-0435

D. RTMC shall not be bound by any oral communications.

E. Bid Documents can be downloaded from the RTMC website. Paper copies will not be available from RTMC. Each Bidder shall examine their downloaded Bid Documents for missing or partially blank pages. It shall be the Bidder's responsibility to identify and notify RTMC of any missing pages. If necessary, any such pages will be uploaded to the RTMC server and all Bidders will be notified.

4. SCOPE OF WORK

The Contract Documents shall include, but not be limited to, the Bid Form, these Instructions to Bidders and the Specifications.

5. PREPARATION AND SUBMISSION OF BID FORM

A. The Bid Form included in the Bid Documents shall be reproduced by the Bidder and filled in as indicated in these Instructions to Bidders. When a Bidder proposes to bid, all blank spaces in that Bid-Package portion must be filled in. Signature(s) must be in long hand and must be those of a principal duly authorized to make contracts. The Bidder's legal name must be fully stated. The completed form must be without interlineations, alteration, or erasure. Bids shall not contain any added statement that would recapitulate, modify, condition or interpret the terms of the Bid.

B. At the time of submitting its Bid, a Bidder must be legally licensed to operate under all applicable laws of the Commonwealth of Pennsylvania and the City of Philadelphia.

C. Envelopes containing Bids shall be opaque, and must be so presented that they may be easily identified as containing a Bid. Outside of the envelope must show:

a. Name and location of the Project as described in the Bid Documents.
b. Name and address of Bidder
c. Identification of Contract for which bid is submitted; i.e.,

D. The Bidder must provide pricing for Alternates, and Total for each Item described in the Bid-Package. Bidders must include pricing for all Items in the Bid-Package. Partial Bids are not acceptable.

E. Any work items omitted from such Contract Documents which are reasonably inferable from them as being necessary for the completion of the Work (without increasing the scope of the Work) shall be considered a part of such Work although not directly specified or called for in the Contract Documents.

F. Simultaneously with its Bid Proposal on the Bid Form, each Bidder shall submit to the RTMC, where required, the requisite Bid Security, and other documents as listed in the Bid Submittal Checklist.

    a. Oral, telephone, fax or electronic Bids or modifications to Bids will not be considered.

6. BID SECURITY AND BONDS

A. Where required on the Bid Form, Bids shall be accompanied by Bid Security in the form of a certified or cashier's check with the Reading Terminal Market Corporation as the payee in an amount equal to or exceeding 5% of the total for all bids submitted or a Bid Bond issued by a surety company which is authorized to do business in the Commonwealth of Pennsylvania and acceptable to RTMC in substantially the form contained in these materials. The amount of the bond shall be equal to or exceed the total for all bids submitted. The Bid Bond shall be payable to the Reading Terminal Market Corporation as payee or obligee.

B. If awarded the Contract, the Bidder will shall furnish the policies of insurance or insurance certificates as required by the Form of Agreement and where required and surety as indicated in the Contract Documents. These documents shall be submitted in their final form within five (5) business days after receipt of the Notice of Award. If any Bidder offered the Contract refuses to enter into the Contract, the RTMC may execute upon the Bid Security as liquidated damages and not as a penalty. Where Bid Security is required, Bids without Bid Security will be rejected.

C. Bid Security for all but the two lowest bidders for each package will be returned within three (3) working days after bids are received. If no award has been made within thirty (30) days after opening of Bids, upon demand of a remaining Bidder at any time thereafter, their Bid Security will be returned to any Bidder that has not been notified of acceptance of its Bid.

D. The performance security shall be a letter of credit for 10% of the value of the award or a surety bond in the form enclosed with the Bid Documents.

E. For all surety bonds, Bidder shall also deliver a Power of Attorney authorizing signature of the Bond.

7. WITHDRAWAL OF BID

A. Each Bid submitted shall remain firm for the periods listed in this document and may not be withdrawn in whole or in part during that time, except by written mutual consent of the RTMC and the Bidder. Bidder shall forfeit its Bid Security to the extent of the damage to RTMC occasioned by such withdrawal.

B. Bids may be withdrawn personally or on written or telegraphic request received from Bidders prior to the time fixed for receiving Bids. Negligence on the part of the Bidders in preparing Bids confers no right for the withdrawal of Bids after opening except as provided by law.

8. FORM OF AGREEMENT

A. Bidders shall execute the agreement contained in the Invitation to Bid once the project is awarded. It is expressly understood and agreed by the bidders that the contractual obligations of the Reading Terminal Market to the bidders are effective only after the execution of an Agreement signed by all parties.

Reference

- Form of Agreement Between Owner and Contractor, AIA A132-2019
- General Conditions, AIA 232-2019

B. Copies of any signatures and electronic signatures shall be considered original signatures.

C. Any changes to the Agreement contained in the Invitation to Bid are strictly prohibited and shall not be accepted.

9. ACCEPTANCE OR REJECTION OF BIDS; BASIS OF AWARD

A. RTMC reserves the right to reject any and all Bids if RTMC determines that doing so would be in the best interests of RTMC; and/or to reject the Bid of a Bidder who is not, in the opinion of the RTMC, a responsible Bidder or who has not submitted a responsive Bid.

B. The RTMC reserves the right to waive any informalities and technicalities in bidding. If any discrepancy exists in the Bid between numbers as written in words and as written in Arabic numerals, the total value of the Extended Prices for the Items bid will control.

C. The apparent low bidder is required to submit evidence of its Best and Good Faith Efforts, which includes its solicitation of and commitments with M/W/DSBEs, to the Corporation due with submission of bid. Best and Good Faith Effort form must be completed by filling in all the appropriate spaces.

D. Any Contract to be awarded will be awarded to the Bidder submitting the lowest responsive Bid for each Sub-Package.

E. RTMC shall make a determination of the Bidder's responsibility and responsiveness as determined in the sole discretion of the RTMC.

F. Responsiveness. A responsive bid is one, both as to form and substance, which conforms to all the essential terms and conditions of the Invitation and in which the work offered meets the specifications in all essential respects. RTMC reserves the right to waive minor informalities or irregularities whenever it is to the advantage of RTMC to do so.

G. Responsibility. A responsible bidder is one that possesses the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance.

H. Responsibility. A responsible bidder is one that possesses the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance.

10. BIDDER QUALIFICATION

A. Bidders shall be prepared to provide information to RTMC that they are qualified that they have the necessary experience and financial resources to execute the contract. Bidders may also be required to provide evidence that the Bidder is the manufacturer or an authorized representative or dealer for the manufacturer of the products they are bidding. Notwithstanding the above, RTMC shall not be responsible the Contractor's performance of the Work.

11. PRE-BID CONFERENCES/BID RECEIPT

A. A Pre-Bid Conference is scheduled as indicated in the Invitation to Bid. It is mandatory that prospective Bidders attend to fully understand the scope of the project.

12. TAXES

GENERAL

A. Bidder, as a result of any contract entered into pursuant to this Invitation, may be subject to certain business taxes imposed by the City of Philadelphia and/or the School District of Philadelphia. BIDDER IS RESPONSIBLE FOR MAKING ITS OWN INVESTIGATION TO DETERMINE WHETHER OR NOT IT IS SUBJECT TO THE ABOVE-MENTIONED CITY AND SCHOOL DISTRICT TAXES, AND FOR PAYING ANY SUCH TAX IF APPLICABLE. Bidders are hereby informed that RTMC is obligated by law to furnish to City of Philadelphia Department of Revenue, upon its request, the name and address of any person or firm with whom it (RTMC) has a contract for goods and/or services.

B. The successful bidder, if not already paying the aforesaid taxes. is required to apply to the Department of Collections, Room #240, Municipal Services Building, 15th Street and J. F. Kennedy Boulevard, Philadelphia, Pennsylvania 19107, for an account number and to file appropriate business tax returns as provided by law.

13. SCHEDULE; CONTRACT TIME

A. The Bidder is advised that time is of the essence with regard to Contractor's performance of the Work and the discharge of all of the Contractor's obligations under the Contract. Contractor acknowledges that it is of critical importance to the completion of the project that all delivery and completion dates as indicated in the Contract Documents be met.

B. The schedule for the Project is provided in the Invitation to Bid.

C. LIQUIDATED DAMAGES: Contractor agrees, if awarded the Contract, that $2,500.00 per day for each calendar day beyond milestone dates as set forth in the schedule provided here will be paid to the Owner for liquidated damages. In the event the actual damages exceed $2,500.00 per day, the Contractor will be responsible to pay the owner for any and all additional damages above and beyond the $2,500.00 per day.

14. WAGE RATE AND OTHER FEDERAL/STATE/LOCAL REQUIREMENTS

A. Prior to submitting a Proposal, each Proposer must familiarize itself with all current working conditions, including but not limited to the labor environment and all applicable laws, codes, ordinances, contracts, agreements, rules and regulations that will affect the delivery of the services to be provided by the Proposer.

15. COMPLIANCE WITH LAWS, RULES, ETC.

A. The Bidder shall comply with all federal, state and local statutes, laws, rules, regulations and ordinances including those of any public authorities having jurisdiction on the Project.

B. Bidder shall give special attention to the Pennsylvania Steel Products Procurement Act. A copy of the law is attached hereto.

16. OR EQUALS

A. Where products are specifically identified in the Specifications by a manufacturer's name, model or catalogue number, only such specific items may be used in the Bid.

B. When three or more products are specified by name for one use, the Bidder shall select any of those specified. Materials specified by manufacturer's trade name shall comply with manufacturer's printed specifications and data.

17. PERFORMANCE, PAYMENT, AND MAINTENANCE BONDS; ASSURANCE OF COMPLETION

A. The accepted bidder shall furnish Corporate Surety Bonds covering faithful performance of the Contract and the payment of all obligations arising thereunder. The bonds shall be substantially in the forms provided herein and shall be procured from a surety or sureties acceptable to the Owner. The bond or bonds shall be in an amount equal to the Contract price (100% performance bond, 100% payment bond, 10% Maintenance). The Owner and such other persons or entities as the Owner designates shall be named as obligees on the bond or bonds.

These documents shall be submitted in their final form within five (5) business days after receipt of the Notice of Award. Failure to provide may result in the bidder's security deposit being forfeited as liquidated damages and the bid being awarded to the next lowest bidder.

B. The Bidder shall identify with his bid, the cost of obtaining such bonds separate from the Base Bid or the cost for any Unit, Alternate or Allowance pricing.

BID FORM

BID PACKAGE – READING TERMINAL MARKET CAPITAL IMPROVEMENT PROJECT

FOR THE

READING TERMINAL MARKET CORPORATION

PHILADELPHIA, PA

TO: Reading Terminal Market Corporation — OWNER
1136 Arch Street, Suite 400 — ADDRESS
Philadelphia, Pa 19107

FROM: _____BIDDER

_____ADDRESS

_____CITY/STATE

SUB-PACKAGES AND BIDS:

A. **Bidders must include pricing for all Items**. Partial Bids are not acceptable.

B. To validate their Bid, the Bidder must provide a Total Bid-Package Price at the bottom of the Bid-Package list in both Arabic numbers and written form.

C. Having carefully examined the Bid Documents together with any Addenda as listed hereinafter, the undersigned hereby proposes and agrees to provide all labor, materials, plant, equipment, transportation and other work as necessary and/or required to execute all of the Work described by the Bid Documents, AS FOLLOWS:

BID PACKAGE: Reading Terminal Market Capital Improvement Project

The undersigned hereby proposes to furnish all materials and perform all of the Work for the erection, construction and completion of the subject Project as shown on the Drawings, described in the Specifications and specified in the General Conditions, Supplemental or Special Conditions, Addenda, if any, and other Contract Documents, or as referred to in the "Solicitation For Bids" and "Instructions to Bidders" for the following amounts:

1. **BASE BID:**

   A. Contractor to provide all labor, materials, and equipment required to complete the Reading Terminal Market Street Capital Improvements Project, as stated on the drawings and specifications.

   B. Contractor to schedule work so not to disrupt the daily operations of the Reading Terminal Market Corporation

C. CONTRACT DOCUMENTS: Reference also Summary of Work 01 10 00

a) Division 00 & 01
b) Drawings Dated 3/13/26
c) Technical Specifications Dated 3/13/26

2. PROJECT ALLOWANCE:

General Allowance: The General Allowance amounts herein specified are the net amounts available for purchase of materials, including taxes (if any), and the installation/labor cost of any Owner approved changes that will be applied against the allowance amount. The approved amount of each allowance change will be the **net** cost only; insurance, bond, coordination, supervision, project management and overhead/profit are in the contractor's base bid. Changes will be applied to the allowance strictly at the Owner's discretion.

Upon completion of the project, a deduct change order will be issued for all unused allowance amounts.

(Contractor's schedule of values will include line items for the respective allowances.)

3. INSURANCE

A. Vendors are required to provide bid surety as described in the Instructions to Bidders and insurance coverage as described in the Form of Agreement of the Contract.

ADDENDA ACKNOWLEDGEMENT:

The undersigned acknowledges receipt of the following Addenda (list by number and date appearing on Addenda)

ADDENDUM No.	Dated	ADDENDUM No.	Dated

4. TIME OF COMPLETION:

A. The undersigned agrees to substantially complete all Work as specified in PROJECT SCHEDULE AND BID CHECKLIST found at the beginning of this bid package.

5. GENERAL STATEMENTS:

A. The undersigned declares that the person or persons executing this Bid is/are fully authorized to sign on behalf of the Bidder and to bind the Bidder to all the conditions and provisions of the Bid.
It is agreed that the Bidder has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this Bid, in awarding the Contract to the Bidder and/or in prosecution of the Work.
Bid Security in the amount of five percent (5%) of the Total Base Contract Bid is attached as required by Instructions to Bidders. The conditions for release of the Bid Security are specified in the Instructions to Bidders. If the undersigned fails or neglects to appear within the specified time to execute the Contract, the undersigned will be considered as having abandoned the Contract and the Bid Security accompanying this Bid may be forfeited to the RTMC by reason of such failure on the part of the undersigned.

B. The undersigned further agrees that its Bid shall remain firm for a period of sixty (60) days from the date of Bid opening as indicated in the Instructions to Bidders.

C. The undersigned further agrees that their Bid Security shall remain with the RTMC until a Contract has been signed by the successful Bidder and the requisite payment/completion bonds have been made and delivered to the RTMC. The Bid Security will be returned within forty-eight (48) hours after the Contract has been executed. If no award is made within sixty (60) days after opening of Bids, upon demand of the Bidder at any time thereafter, RTMC will return the Bid Security to the Bidder provided that the Bidder has not been notified of acceptance of its Bid.

BASE BID:

1. We, _____, the Undersigned, in accordance with the published advertisement inviting proposals, will furnish all labor, material, equipment and services necessary for the complete construction, as defined in the advertisement, specimen contract, specifications, drawings, and proposal, for the Contract amount indicated below for the CONSTRUCTION CONTRACT for the Reading Terminal Market Capital Improvement Project, in strict accordance with the Contract Documents and Addenda thereto as prepared by Joseph Jingoli and Son, Inc., for the total sum of:

A. TOTAL LUMP SUM BASE BID:

_____(DOLLARS) _$_____

Written Figures

B. GENERAL ALLOWANCE: Reading Terminal Market Capital Improvement Project (Reference item "2." listed above). To be used if and when directed by the Owner.

One hundred thousand ----------(DOLLARS)_____$___100,000.00_____

Written Figures

C. TOTAL FOR BASE BID PLUS GENERAL ALLOWANCE (A + B = C)

_____(DOLLARS) _$_____

Written Figures

ALTERNATES:

We, the Undersigned, agree, if awarded the Contract to perform additional work or at the Prices set forth below and agree to furnish all labor, materials, general conditions, overhead and profit, taxes, insurance, necessary to perform the obligations in conformance with the contract documents.

ADD Alternate No.1: Asphalt Paving Mill & Overlay

1. Mill & Overly, as described on the Drawings and Specifications 01 23 00 Schedule of Alternates

_____(**DOLLARS**)____($_____)

UNIT PRICES: NOT USED

We, the Undersigned, agree, if awarded the Contract to perform additional work or delete work at the Prices set forth below or at a negotiated unit price (Unit Prices are for work that is in addition to or is deleted from the base bid work) (Should a Unit Price item not pertain to the bidders particular work, "N/A" shall be written in its place):

Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

Unit prices include all necessary material, plus cost for delivery, installation, insurance, general conditions, applicable taxes, overhead, and profit.

Attached hereto and made a part hereof is Bid Security in the required amount.

Respectfully submitted this
_____day of _____,2022

Individual Proprietorship or Partnership
(If Bidder is an individual proprietorship or is a partnership, sign here)

_____
(Trade Name of Firm)

_____(SEAL)
(Signature of Owner or Partner)

Corporation

_____
(Name of Corporation)

_____(SEAL)
(President or Vice President)

(Corporate Seal)

Attest:_____
(Secretary of Treasurer)

***Signature by anyone other than the President or Vice President and Secretary or Treasurer, must be accompanied by a power of attorney, executed by the proper corporate officers under the corporate seal indicating authority to execute this Bid.**

SECTION 00 43 13 – CONSENT OF SURETY

CONSENT (OR AGREEMENT) OF SURETY

The undersigned [_____], a corporation organized and existing under
Name of Surety Co.

the laws of the State of_____and authorized to do business in the Commonwealth of Pennsylvania, does hereby consent and agree with

Reading Terminal Market Corporation

that if the proposal of (_____) for
Name of Bidder

_____
Title and Name of Bid

_____
Contract Number

be accepted and a contract for said work be awarded to the said (_____),
Name of Bidder

it will, upon its being so awarded, become surety for the said (_____) on
Name of Bidder

such surety bonds as are called for in the Request for Bids.

Signed and Sealed (_____)
Date

Name of Surety Co.

By:_____
Attorney-in-fact

POWER OF ATTORNEY MUST BE ATTACHED TO CONSENT OF SURETY

YOU MUST PROVIDE BELOW THE NAME, ADDRESS AND PHONE NUMBER OF A PERSON TO BE CONTACTED IN THE EVENT ANY QUESTIONS OR CLAIMS ARISE REGARDING THE BID AND/OR PERFORMANCE BOND.

NAME_____TITLE_____
ADDRESS_____
PHONE #_____

END OF SECTION 00 43 13

SECTION 00 43 14 – BID BOND

THE OWNER HAS PROVIDED THIS SAMPLE BID BOND FOR SUBMISSION TO A BIDDER'S INSURANCE/BONDING COMPANY. LANGUAGE SUCH AS THIS WILL BE ACCEPTED; HOWEVER, LANGUAGE THAT LIMITS THE BID BOND TO THE "DIFFERENCE" BETWEEN BID AMOUNT AND SUCH LARGER AMOUNT FOR WHICH THE OWNER COULD CONTRACT, SHALL NOT BE ACCEPTABLE.

THIS BOND, made this_____day of_____, 20_____.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned,
_____, as Principal and
_____ as
Surety, are held firmly bound unto Reading Terminal Market, as Owner, in the sum of Five Percent (5%) of Amount of Bid, for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above is such that whereas the Principal has submitted to Reading Termina Market a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing for
_____.

NOW, THEREFORE,

(a) If said Bid be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Agreement attached hereto (properly completed in accordance with said Bid), and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be null and void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall in no way be impaired or affected by an extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the **Principal and the surety** have hereunto set their hands and seals, and in such of them as are corporations have caused their corporate seals to be hereto affixed and those present to be signed by their proper officers, the day and year first set forth above.

by Principal:_____ **by Surety:**_____

END OF SECTION 00 43 14

SECTION 00 45 13 - CONTRACTOR'S QUALIFICATION STATEMENT

THE UNDERSIGNED certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

SUBMITTED TO: The Reading Terminal Market Corporation

ADDRESS: 1136 Arch Street, Suite 400
Philadelphia, PA 19107

SUBMITTED BY: _____ Contract No. _____

ADDRESS: _____

PRINCIPAL'S NAME: _____

MAILING ADDRESS:
(if different than above) _____

CHECK – Corporation ( ), Partnership ( ), Individual ( ), Joint Venture ( ) or Other ( )

1.0A How long has your organization been in business as a Contractor? _____

1.0B Federal identification number (or SSN for Individual): _____

2.0 How many years has your organization been in business under its present business name? _____

2.1 Under what other or former names has your organization operated?

a. _____

b. _____

c. _____

3.0 If a Corporation, answer the following:

3.1 Date of incorporation: _____

3.2 State of incorporation: _____

3.3 President's name: _____

3.4 Vice Presidents names: _____

_____

_____

3.5 Secretary's name: _____

3.6 Treasurer's name: _____

4.0 If an Individual or a Partnership, answer the following:

4.1 Date of organization:

4.2 Type of Partnership: _____

4.3 Name and address of all partners (State whether General or Limited Partnership):

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

5.0 If other than a Corporation or Partnership, describe organization and name Principals:

6.0 List the States and the categories in which your organization is legally qualified to do business. Indicate registration or license numbers if applicable:

1. _____

7.0 Organization normally performs the following type of work:

1. List the categories of work that your organization normally performs with its own forces: _____

8.0 Have you ever failed to complete any contract work that was awarded to you?
Yes ( ) or No ( )

If your answer was YES, fully describe the circumstances surrounding that failure.

9.0 Are you currently involved or during the past 10 years been involved with litigation with any current or previous customer either as plaintiff or defendant?
Yes ( ) or No ( )

If your answer was YES, state the nature and status of the litigation and the stated reasons for the dispute.

9.1 Have your firm or your subcontractors ever been debarred by Federal, State or local authorities:
Yes( ) or No ( )

If yes, provide a complete listing of events to that effect.

10.0 Within the last 10 years, has any Officer or Partner of your organization been an Officer or Partner of any other organization that defaulted on a contract?
Yes ( ) or No ( )

If YES, attach a separate sheet explaining the default.

11.0 How would you best describe your company?_____

_____

How many employees are currently on your company payroll?

Full Time_____ Part Time_____

12.0 On a separate sheet of paper list all major contracts that your organization has in process, giving the Name of the Project, the Owner's Name, the Architect, the Contract Amount, Percent Complete and the Scheduled Completion Date.

13.0 On a separate sheet of paper list the major projects your organization has completed in the past five years, giving the Name of the Project, the Owner's Name, Architect's Name, the Date of Completion and the Contract Amount.

14.0 On a separate sheet of paper list the construction experience of the key individuals of your organization, including the project manager, site superintendent and foreman.

15.0 On a separate sheet of paper list the rolling stock and powered equipment that your organization owns or rents. Annotate the type and quantities of the equipment that you intend to use on this job site.

16.0 Trade References:

1. _____ 2. _____

3. _____ 4. _____

17.0 Bank References: 1. _____

2. _____

18.0 Name of Bonding Company with the name and address of agent:

Name: _____

A.M. Best Rating _____

Agent: _____

18.1 Current bonding capacity available to Contractor $_____

19.0 For construction bids in excess of $100,000.00, attach last audited financial statement, including Contractor's latest balance sheet and income statement plus statement of cash flow showing the following:

a. Current Assets,

b. Net Fixed Assets,
c. Other Assets,
d. Current Liabilities,
e. Other Liabilities,
f. Name of firm preparing financial statement and date thereof.

19.1 Is this financial statement for the identical organization named on page one?
Yes ( ) or No ( )

If NO, explain the relationship and financial responsibility of the organization whose financial statement is provided.

Parent ( ), Subsidiary ( ), Other:_____

a. Will this organization act as a guarantor of the contract for construction?
Yes ( ) or No ( )

20.0 It will be required that the General Contractors retain craftsmen skilled and licensed to perform their work. The Owner will award contracts to responsible prospective bidders who have the ability and resources available to perform successfully under the terms and conditions of the proposed contract. The following are guidelines that the Owner may use in determining the lowest responsible bidder:

1. The General Contractor must have been in business for at least five years.
2. In consideration of the Owner's requirement for the provision of quality workmanship, safety prompt and timely completion of the work and the inflexibility of the work schedule it will be required that each Prime Contractor retain craftsmen skilled and licensed to perform their work.
3. The bidder has experience in the Construction of facilities of similar size, and can demonstrate their ability to complete a facility of this size and scope, within the contract guidelines and to the Owner's satisfaction.
4. The General Contractor will be responsible for the general construction work as outlined in all of the documents. The general contractor must be capable of performing 15% of the labor in their portion of the documents with their own forces. General construction "brokers" will not be qualified bidders.

Failure of the Bidder to submit this Contractor's Qualification Statement and required attachments may render the Bidder ineligible for award of the Contract. The Owner may reject any bidder or bid if the evidence submitted by or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

21.0 Dated at_____

this_____day of_____, 20__

Name of Organization: _____

By: _____

Title: _____

22.0 M_____BEING DULY SWORN DEPOSES AND SAYS THAT HE/SHE IS THE_____OF _____

AND THAT THE ANSWERS TO THE FOREGOING QUESTIONS AND ALL STATEMENTS THEREIN CONTAINED ARE TRUE AND CORRECT.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS_____DAY
OF_, 20 .

_____
Notary Public

My Commission expires:_____

SECTION 00 45 18 – HOLD HARMLESS CLAUSE

HOLD HARMLESS CLAUSE

A. The contractor shall indemnify, defend and save harmless County of Bucks, their elected and appointed officers, consultants, agents and employees, including its individual members, from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought against or recoverable from County of Bucks, their elected and appointed officers, consultants, agents and employees, including its individual members, by reason of any act or omission of the contractor, its agents, employees, assigns, and any entity acting in the contractor's behalf and on the contractor's direction in the execution of any work and any activities directly or indirectly incidental thereto. This specifically includes any negligence or carelessness of the contractor in failing to review all plans, specifications, and other documents published by County of Bucks, their elected and appointed officers, consultants, agents and employees, including their individual members, in connection with the preparation and award of the contract. Such indemnity shall include reasonable attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required therein.

B. The contractor shall assume all risk and bear any loss or injury to the property or any person which is caused by the negligence of the contractor, including his negligent failure to notify County of Bucks, their elected and appointed officers, consultants, agents and employees, including their individual members, or any dangerous condition requiring County of Bucks, their elected and appointed officers, consultants, agents and employees, including their individual members, action, during the period including periods when the contractor is not present on the site but during the progress of the work provided for in the contract until the same shall have been completed and accepted. The contractor shall also assume all responsibility for any and all loss by reason of the contractor's negligence or violation of any local, state, or federal law, regulation, practice, or order. The contractor shall give to County of Bucks and all other appropriate authorities all required notices relating to the work for which the contract was let including all notices of any dangerous conditions.

C. The contractor, in executing this Agreement, represents to County of Bucks, their elected and appointed officers, consultants, agents and employees, including their individual members, that the contents of this hold harmless clause has been communicated to any subcontractors or employees and that this representation is made in behalf of both him/herself and all persons or organizations acting in the contractors' behalf including any subcontractors.

_____
Name of Firm

ATTEST:

_____ _____
Witness Signature

_____
Please Print Name

END OF SECTION 00 45 18

SECTION 00 45 19 – INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

A. INSTRUCTIONS

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 must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

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

READING TERMINAL MARKET CORPORATION

NON-COLLUSION AFFIDAVIT

Contract/Bid No._____

State of_____:
: s.s.
County of_____:

I state that I am_____of _____
Title Name of Firm

and that I am authorized to 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 price(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 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 lower than this bid, or to submit any intentionally low 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) _____, its
Name of my firm
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:

(Continued on page 00 45 19-3)

I state that_____ understands and
Name of Firm

acknowledges that the above representations are material and important and will be relied on by The Reading Terminal Market Corporation 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 the Reading Terminal Market Corporation of the true facts relating to the submission of bids for this contract.

_____
Name and Company Position

_____
Signature

SWORN TO AND SUBSCRIBED
BEFORE ME THIS_____DAY
OF_____, 20____

_____
Notary Public

My Commission Expires _____

END OF SECTION 00 45 19

SECTION 00 61 13 - PERFORMANCE/PAYMENT/MAINTENANCE BOND

CONSOLIDATED BOND FORM

A. 100% Performance Bond
B. 100% Payment of Labor & Material Bond
C. 10% Maintenance Bond

KNOW ALL MEN BY THESE PRESENT THAT WE, the undersigned, _____
_____
_____
_____

as Principal, and_____
as the Surety, are held and firmly bound unto Reading Terminal Market, and as hereinafter set forth, in the full and just several sum of

(a)_____Dollars (_____)

for faithful performance of the contract as designated in Paragraph "A" and

(b)_____Dollars (_____)

for payment of labor and materials as designated in Paragraph "B"

(c)_____Dollars (_____)

to guarantee remedy of defects as designated in Paragraph "C" lawful money of the United States of America, to be paid to Reading Terminal Market or its assigns, to which payment well and truly to be made and one, we bond ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by the presents.

Sealed with our respective seals and dated this _____ day of _____ 20 __.

WHEREAS, the above bounden Principal has entered into a contract with Reading Terminal Market, bearing even date herewith, for Contract No. _____
_____
_____upon certain terms and conditions in said contract more particularly mentioned, and:

WHEREAS, it is one of the conditions of the award of County of Bucks pursuant to which said contract is about to be entered into, that these presents be executed.

NOW THEREFORE, the joint and several conditions of this obligation are such:

"A" – That if the above bounden Principal as Contractor shall well and faithfully do and perform the things agreed by him to be done and performed according to the terms of the said Contract therein referred to and made a part thereof and such alterations as may be made in said work as therein provided and which are hereby made a part of this Bond the same as though they were set forth herein, and shall indemnify and save harmless the said Reading Terminal Market and all of its officers, agents and employees from any expenses incurred through the failure of said Contractor and any of its subcontractors to complete the work as specified and for any damages growing out of the manner of performance of said

Contract by said Contractor or his subcontractors or his or their agents or servants, including patent, trademark and copyright infringements: then this part of this obligation shall be void; otherwise it shall be and remain in full force and effect.

"B" – That if the above bounden Principal shall and will promptly pay or cause to be paid, all sums of money which may be due any person, co-partnership, association or corporation including any subcontractors for all material furnished and labor supplied or performed in the prosecution of the work, whether or not the said material or labor enter into and become component parts of the work or improvement contemplated, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

"C" – That if the above bounden Principal shall remedy without cost to the said Reading Terminal Market any defects which may develop during the period of one (1) year from date of completion and acceptance of the work performed under said Contract, provided such defects, in the judgment of Reading Terminal Market or its successors, are caused by defective or inferior materials or workmanship, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

It is further agreed that any alterations which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by Reading Terminal Market of any extension of time for the performance of the contract or any other forbearance on the part of either Reading Terminal Market or the Principal and the Surety or Sureties or either or any of them, their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the Surety or Sureties or any such alterations, extension, or forbearance being hereby waived.

The Principal and Surety hereby jointly and severally agree with the oblige herein that every person, co-partnership, association or corporation who, whether as subcontractor or otherwise, has furnished material or supplied or performed labor in prosecution of the work as above provided and who has not been paid therefore, may sue in assumption of this bond in the name of Reading Terminal Market for his, their, or its use, prosecute the same to final judgment for such sum or sums as may be justly due him, them, or it and have execution thereon; provided, however, that Reading Terminal Market shall not be liable for the payment of any costs or expenses of any such suit and further provided that the subcontractors or otherwise shall not have the right to sue or bring action against Reading Terminal Market directly.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under seal the day and year above written.

WITNESS:

_____
(Principal)

_____ BY: _____
(Signature of Principal)

_____
(Type Name and Title of
Principal's Signatory)

_____
(Type Name of Surety Co.)

_____ BY: _____
(Signature of Attorney-in-Fact)

END OF SECTION 00 61 13

00 73 43 - PENNSYLVANIA PREVAILING WAGE ACT

PART 1 – GENERAL

1.1 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to comply with the Pennsylvania Prevailing Wage Act.

1.2 GENERAL REQUIREMENTS

A. The provisions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (P.L. 987) (43 P.S. § 165-14), and the Regulations issued pursuant thereto (attached hereto) are hereby incorporated in and made part of the General Requirements of the Project. The Secretary of the Pennsylvania Department of Labor and Industry has predetermined the minimum wage rates, including contribution for employee benefits, which shall be paid to the workmen employed in the performance of this Project.

B. The following provisions shall apply:

1. These provisions shall apply to all work performed on the Project by the Contractor, and to all work performed on the Project by all Subcontractors.
2. The Contractor shall insert in each of his subcontracts all of the stipulations contained in these required provisions and any other stipulations as may be required.
3. Workmen may not be employed on the work except in accordance with classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary, the procedure set forth in Section 7 of the Regulations shall be followed.
4. Workmen employed or working on the Project shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contractual relationship which may be alleged to exist between any Contractor, Subcontractor and workmen, not less than once a week without deduction or rebate, on any account, either directly or indirectly except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the Contract, the Act, or the Regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to any workmen on public work.
5. The Contractor and each Subcontractor shall post for the entire construction period the wage determination decisions of the secretary, including the effective date of any changes thereof, in a prominent and easily accessible place at the project site and at such place used by them to pay workmen their wages. The posted notice must indicate:

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

Industry within three months of the date of the occurrence, objecting to the payment to any Contractor to the extent of the amount or amounts due or to become due to when 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 wage stipulated in the contract, which right must be exercised within six months from the occurrence of the event creating such right.

6. The Contractor and all Subcontractors shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid, including employee benefits, to each workman employed by him in connection with the Work of this project. The record must include any deductions from each workman. The record shall be preserved for two years from the date of payment and shall be open, at all reasonable hours, to the inspection of the public body awarding the contract, and to the Secretary or his duly authorized representative.
7. Apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulations issued pursuant thereto shall be employed on the 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.
8. Wages shall be paid without any deductions except authorized deductions. Employers not party 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 workman.
9. The Contractor shall be liable and responsible for any wage increases during the duration of the contract as specified in the Milestone Schedule in the specifications. No increases in wages during the period of the contract schedule will be billable to the Owner.

1.3 LUMP SUM PAYMENTS

A. Payment of compensation to workmen for work performed on the project on a lump sum basis, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and these Regulations, regardless of the average hourly earnings resulting therefrom.

1.4 FILING REQUIREMENTS

A. Each Contractor and each Subcontractor shall file a statement each week and a final statement at the conclusion of the project with the Contracting Party, under oath, and in a 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.

1.5 PREVAILING MINIMUM WAGE PREDETERMINATION

A. The Prevailing Minimum Wage Determination for this Project shall be as identified by the Governing Authorities for this project. The Contractor is responsible for the Prevailing Wage Rates and increases for the duration of this project as specified in the Milestone Schedule of the specifications.

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-03362 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2025		$57.52	$35.38	$92.90
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2026		$58.68	$36.22	$94.90
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2025		$54.27	$34.42	$88.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2026		$55.43	$35.26	$90.69
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2025		$57.29	$35.29	$92.58
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2026		$58.44	$36.14	$94.58
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2025		$50.18	$33.22	$83.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2026		$51.34	$34.06	$85.40
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2025		$49.88	$33.13	$83.01
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2026		$51.04	$33.97	$85.01
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2025		$48.16	$32.62	$80.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2026		$49.32	$33.46	$82.78
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2025		$47.17	$32.33	$79.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2026		$48.34	$33.16	$81.50
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2025		$66.26	$39.55	$105.81
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2026		$67.73	$40.48	$108.21
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2025		$65.97	$39.46	$105.43
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2026		$67.44	$40.39	$107.83
Painters - Line Stripping	12/1/2024		$44.12	$27.91	$72.03
Painters - Line Stripping	12/1/2025		$45.12	$29.41	$74.53
Painters Class 2 (see notes)	2/1/2025		$50.85	$33.91	$84.76
Painters Class 2 (see notes)	2/1/2026		$51.61	$35.00	$86.61
Painters Class 3 (see notes)	2/1/2025		$61.81	$33.95	$95.76
Painters Class 3 (see notes)	2/1/2026		$62.57	$35.04	$97.61
Pointers, Caulkers, Cleaners	5/1/2025		$51.35	$31.80	$83.15
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2025		$72.52	$44.73	$117.25
Truckdriver class 1(see notes)	5/1/2024		$36.64	$22.54	$59.18
Truckdriver class 2 (see notes)	5/1/2023		$36.24	$21.55	$57.79
Truckdriver class 2 (see notes)	5/1/2024		$36.74	$22.54	$59.28

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-03362 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Bricklayer	5/1/2025		$50.00	$32.76	$82.76
Carpenter - Chief of Party (Surveying & Layout)	5/1/2025		$65.96	$30.09	$96.05
Carpenter - Chief of Party (Surveying & Layout)	5/1/2026		$67.52	$30.44	$97.96
Carpenter - Instrument Person (Surveying & Layout)	5/1/2025		$58.39	$29.06	$87.45
Carpenter - Instrument Person (Surveying & Layout)	5/1/2026		$60.09	$29.06	$89.15
Carpenter - Rodman (Surveying & Layout)	5/1/2025		$45.88	$23.19	$69.07
Carpenter - Rodman (Surveying & Layout)	5/1/2026		$46.97	$23.54	$70.51
Carpenter	5/1/2025		$57.36	$30.09	$87.45
Carpenter	5/1/2026		$58.71	$30.44	$89.15
Cement Masons	5/1/2023		$43.20	$32.91	$76.11
Cement Masons	5/1/2025		$46.55	$32.66	$79.21
Dockbuilder, Pile Drivers	5/1/2025		$55.23	$37.99	$93.22
Dockbuilder, Pile Drivers	5/1/2026		$56.98	$37.99	$94.97
Dockbuilder/Pile Driver Diver	5/1/2025		$60.31	$44.97	$105.28
Dockbuilder/Pile Driver Diver	5/1/2026		$61.88	$45.47	$107.35
Dockbuilder/pile driver tender	5/1/2025		$55.23	$37.99	$93.22
Dockbuilder/pile driver tender	5/1/2026		$56.98	$37.99	$94.97
Electric Lineman	6/3/2024		$62.07	$33.96	$96.03
Electric Lineman	6/2/2025		$65.10	$34.45	$99.55
Iron Workers (Bridge, Structural, Ornamental, Precast)	7/1/2024		$53.20	$45.01	$98.21
Iron Workers (Riggers)	7/1/2023		$44.62	$34.14	$78.76
Iron Workers (Rodman/Reinforcing)	7/1/2023		$48.29	$34.77	$83.06
Laborers (Class 01 - See notes)	5/1/2024		$38.80	$27.65	$66.45
Laborers (Class 02 - See notes)	5/1/2024		$39.00	$27.65	$66.65
Laborers (Class 03 - See notes)	5/1/2024		$39.00	$27.65	$66.65
Laborers (Class 04 - See notes)	5/1/2024		$33.60	$27.65	$61.25
Laborers (Class 05 - See notes)	5/1/2024		$39.65	$27.65	$67.30
Laborers (Class 06 - See notes)	5/1/2024		$39.70	$27.65	$67.35
Laborers (Class 07 - See notes)	5/1/2024		$39.55	$27.65	$67.20
Laborers (Class 08 - See notes)	5/1/2024		$39.30	$27.65	$66.95
Laborers (Class 09 - See notes)	5/1/2024		$39.15	$27.65	$66.80
Laborers (Class 10- See notes)	5/1/2024		$39.30	$27.65	$66.95
Laborers (Class 11 -See Notes)	5/1/2024		$39.20	$27.65	$66.85
Laborers (Class 12 -See Notes)	5/1/2024		$40.90	$27.65	$68.55
Laborers (Class 13 -See Notes)	5/1/2024		$42.93	$27.65	$70.58
Laborers (Class 14 -See Notes)	5/1/2024		$39.50	$27.65	$67.15
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2024		$32.67	$19.63	$52.30
Laborers Utility (PGW ONLY)	5/1/2024		$39.70	$19.63	$59.33
Landscape Laborer	5/1/2024		$30.28	$24.05	$54.33
Millwright	5/1/2025		$57.39	$35.81	$93.20
Millwright	5/1/2026		$60.20	$35.81	$96.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2025		$54.52	$34.49	$89.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2026		$55.67	$35.34	$91.01

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-03362 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Steamfitters	5/1/2025		$72.52	$44.89	$117.41
Stone Masons	5/1/2023		$47.20	$31.95	$79.15
Stone Masons	5/1/2025		$50.00	$32.80	$82.80
Terrazzo Finisher	5/1/2023		$43.75	$27.86	$71.61
Terrazzo Finisher	5/1/2025		$45.61	$29.41	$75.02
Terrazzo Grinder	5/1/2023		$44.02	$27.86	$71.88
Terrazzo Grinder	5/1/2025		$45.88	$29.41	$75.29
Terrazzo Mechanics	5/1/2023		$50.26	$29.56	$79.82
Terrazzo Mechanics	5/1/2025		$52.21	$31.26	$83.47
Tile Finisher	5/1/2023		$39.52	$29.30	$68.82
Tile Finisher	5/1/2025		$41.17	$30.75	$71.92
Tile Setter	5/1/2023		$50.26	$29.56	$79.82
Tile Setter	5/1/2025		$52.21	$31.26	$83.47
Truckdriver class 1(see notes)	5/1/2024		$36.79	$22.54	$59.33
Truckdriver class 2 (see notes)	5/1/2024		$36.89	$22.54	$59.43
Window Film / Tint Installer	6/1/2024		$26.37	$14.83	$41.20
Window Film / Tint Installer	6/1/2025		$27.42	$15.13	$42.55

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-03362 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Mason Tender, Cement	5/1/2024		$38.12	$27.50	$65.62
Millwright	5/1/2025		$57.39	$35.81	$93.20
Millwright	5/1/2026		$60.20	$35.81	$96.01
Operators (Building, Class 01 - See Notes)	5/1/2025		$54.52	$34.49	$89.01
Operators (Building, Class 01 - See Notes)	5/1/2026		$55.67	$35.34	$91.01
Operators (Building, Class 01A - See Notes)	5/1/2025		$57.52	$35.38	$92.90
Operators (Building, Class 01A - See Notes)	5/1/2026		$58.68	$36.22	$94.90
Operators (Building, Class 02 - See Notes)	5/1/2025		$54.27	$34.42	$88.69
Operators (Building, Class 02 - See Notes)	5/1/2026		$55.43	$35.26	$90.69
Operators (Building, Class 02A - See Notes)	5/1/2025		$57.29	$35.29	$92.58
Operators (Building, Class 02A - See Notes)	5/1/2026		$58.44	$36.14	$94.58
Operators (Building, Class 03 - See Notes)	5/1/2025		$50.18	$33.22	$83.40
Operators (Building, Class 03 - See Notes)	5/1/2026		$51.34	$34.06	$85.40
Operators (Building, Class 04 - See Notes)	5/1/2025		$49.88	$33.13	$83.01
Operators (Building, Class 04 - See Notes)	5/1/2026		$51.04	$33.97	$85.01
Operators (Building, Class 05 - See Notes)	5/1/2025		$48.16	$32.62	$80.78
Operators (Building, Class 05 - See Notes)	5/1/2026		$49.32	$33.46	$82.78
Operators (Building, Class 06 - See Notes)	5/1/2025		$47.17	$32.33	$79.50
Operators (Building, Class 06 - See Notes)	5/1/2026		$48.34	$33.16	$81.50
Operators (Building, Class 07A- See Notes)	5/1/2025		$66.26	$39.55	$105.81
Operators (Building, Class 07A- See Notes)	5/1/2026		$67.73	$40.48	$108.21
Operators (Building, Class 07B- See Notes)	5/1/2025		$65.97	$39.46	$105.43
Operators (Building, Class 07B- See Notes)	5/1/2026		$67.44	$40.39	$107.83
Painters Class 1 (see notes)	5/1/2024		$42.97	$34.11	$77.08
Painters Class 1 (see notes)	5/1/2025		$44.38	$34.55	$78.93
Painters - Line Stripping	12/1/2024		$44.12	$27.91	$72.03
Painters - Line Stripping	12/1/2025		$45.12	$29.41	$74.53
Painters Class 4 (see notes)	5/1/2024		$45.06	$34.11	$79.17
Painters Class 4 (see notes)	5/1/2025		$46.47	$34.55	$81.02
Plasterers	5/1/2024		$43.78	$33.09	$76.87
plumber	5/1/2024		$67.53	$38.31	$105.84
plumber	5/1/2025		$70.53	$39.46	$109.99
Pointers, Caulkers, Cleaners	5/1/2024		$50.00	$31.20	$81.20
Pointers, Caulkers, Cleaners	5/1/2025		$51.35	$31.80	$83.15
Roofers (Composition)	5/1/2025		$46.03	$34.77	$80.80
Roofers (Shingle)	5/1/2024		$34.35	$22.20	$56.55
Roofers (Slate & Tile)	5/1/2024		$37.35	$22.20	$59.55
Sheet Metal Workers	5/1/2024		$59.22	$50.56	$109.78
Sheet Metal Workers	5/1/2025		$62.62	$52.17	$114.79
Sign Makers and Hangars	7/15/2024		$32.32	$25.82	$58.14
Sign Makers and Hangars	7/15/2025		$33.48	$26.41	$59.89
Sprinklerfitters	1/1/2023		$62.23	$31.99	$94.22
Sprinklerfitters	5/1/2025		$70.37	$34.85	$105.22
Steamfitters	5/1/2024		$70.32	$43.09	$113.41

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-03362 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	5/1/2025		$60.84	$48.71	$109.55
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2024		$36.71	$19.13	$55.84
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2026		$41.34	$19.23	$60.57
Boilermakers	1/1/2024		$52.10	$35.72	$87.82
Boilermakers	1/1/2026		$58.00	$36.57	$94.57
Bricklayer	5/1/2024		$48.70	$32.11	$80.81
Bricklayer	5/1/2025		$50.00	$32.76	$82.76
Carpenter - Chief of Party (Surveying & Layout)	5/1/2025		$65.14	$29.27	$94.41
Carpenter - Instrument Person (Surveying & Layout)	5/1/2025		$56.64	$29.27	$85.91
Carpenter - Rodman (Surveying & Layout)	5/1/2025		$28.32	$20.87	$49.19
Carpenters	5/1/2024		$54.64	$29.27	$83.91
Carpenters	5/1/2025		$56.64	$29.27	$85.91
Cement Finishers & Plasterers	5/1/2022		$41.97	$32.40	$74.37
Cement Masons	5/1/2024		$46.70	$32.46	$79.16
Cement Masons	5/1/2025		$48.70	$32.46	$81.16
Dockbuilder, Pile Drivers	5/1/2025		$55.23	$37.99	$93.22
Dockbuilder, Pile Drivers	5/1/2026		$56.98	$37.99	$94.97
Dockbuilder/Pile Driver Diver	5/1/2025		$64.35	$41.74	$106.09
Dockbuilder/Pile Driver Diver	5/1/2026		$66.54	$41.74	$108.28
Dockbuilder/pile driver tender	5/1/2025		$55.23	$37.99	$93.22
Dockbuilder/pile driver tender	5/1/2026		$56.98	$37.99	$94.97
Drywall Finisher	5/1/2024		$42.25	$32.56	$74.81
Drywall Finisher	5/1/2025		$43.78	$33.00	$76.78
Electricians	5/1/2024		$69.58	$45.66	$115.24
Electricians	5/1/2025		$70.97	$47.27	$118.24
Elevator Constructor	1/1/2025		$71.85	$45.77	$117.62
Elevator Constructor	1/1/2026		$74.86	$46.86	$121.72
Floor Coverer	5/1/2025		$56.51	$32.39	$88.90
Floor Coverer	5/1/2026		$57.76	$33.64	$91.40
Glazier	5/1/2024		$48.00	$37.50	$85.50
Glazier	5/1/2025		$49.96	$38.34	$88.30
Interior Finish	5/1/2024		$37.70	$27.27	$64.97
Iron Workers (Bridge, Structural, Ornamental, Precast)	7/1/2024		$53.20	$45.01	$98.21
Iron Workers (Riggers)	7/1/2025		$46.86	$36.27	$83.13
Iron Workers (Rodman/Reinforcing)	7/1/2025		$50.39	$36.65	$87.04
Laborers (Class 01 - See notes)	7/7/2025		$37.85	$27.17	$65.02
Laborers (Class 02 - See notes)	5/1/2025		$41.00	$27.70	$68.70
Laborers (Class 03 - See notes)	5/1/2025		$39.52	$27.65	$67.17
Laborers (Class 04 - See notes)	5/1/2025		$39.52	$27.65	$67.17
Laborers (Class 05 - See notes)	5/1/2025		$39.10	$27.42	$66.52
Landscape Laborer	5/1/2024		$30.70	$24.23	$54.93
Marble Finisher	5/1/2025		$41.17	$30.75	$71.92
Marble Mason	5/1/2023		$47.20	$31.95	$79.15

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project Name:	Reading Terminal Market Capital Improvements
General Description:	replacement of existing water source heat pumps, chiller pumps, building automation system
Project Locality	Philadelphia
Awarding Agency:	Reading Terminal Market Corporation
Contract Award Date:	5/15/2026
Serial Number:	26-03362
Project Classification:	Building
Determination Date:	4/6/2026
Assigned Field Office:	Philadelphia
Field Office Phone Number:	(215)560-1858
Toll Free Phone Number:	
Project County:	Philadelphia County

READING TERMINAL MARKET

Documentation to Provide
Best and Good Faith Efforts
for the
Reading Terminal Market

Name of Bidder: _____

Bid Date: _____

Scope of Service[1]: _____

Name of M/W/OSB E Solicited: _____

Street Address, Telephone and Facsimile Number:

_____

_____

_____

_____

Contact Name: _____

Contact E-Mail: _____

BMWBO Certification Number _____
Please attach Copy of BMWBO Certification

Other Certification Number _____

Other Certifying Agency _____
Please attach Copy of Other Certification

(Check all that apply):

- □ MBE (Minority Owned Business Enterprise)
- □ WBE (Women Owned Business Enterprise)
- □ OSBE (Disabled Owned Business Enterprise)

_____

[1] For each discrete scope of service, complete this Form showing every solicitation made of an M/W/DSBE even if no commitment is made to use that firm); please photocopy additional forms.

"BMWBO " is the Bureau of Minority and Women Business Opportunities which is part of the Commonwealth of Pennsylvania's Department of General Services. If the M/W/DSBE is not certified by that agency, please indicate its certifying agency.

Date(s) Solicited (mm/dd/yyyy): ___ / ____ / _____

Method(s) of Solicitation (check all that apply):

___ Telephone
___ Facsimile
___ E-Mail
___ Mail
___ Advertisement / Website Commitment:

□ Yes (If yes, please proceed to Part A)
□ No (If no, please proceed to Part B)

Part A

If yes, describe / identify the following:

□ Subcontractor

□ Vendor

□ Supplier

Describe Scope of Service:

Please attach Letter of Intent, Subcontract or Purchase Order Signed by the M/W/DSBE and Bidder Evidencing Bidder's Legally Binding Commitment to Use this Business for the Work/Supply Effort Specified in the Dollar Amount Indicated Above.

Dollar Amount: $ _____

Percentage of Bid: _____ %

Part B

If no commitment resulted from the solicitation, please explain what Best and Good Faith efforts were made and why they were unsuccessful:

Did you attempt to negotiate price and scope (please be specific, attaching any dated price quotations and correspondence)?

What kind of business assistance did you offer the M/W/DSBE? (e.g., introduction to manufacturer, helped provide access to line of credit, etc.)

What efforts were made to provide to M/W/DSBEs information (e.g., plans, blueprints) about the scope of work required?

Are you planning to award this portion of the work or supply effort to a non-M/W/DSBE? If so, please explain why. Identify the name of the awarded firm(s); provide the awarded firms' quotation and any price adjusted quotations, scope of work and experience of the awarded firm(s).

READING TERMINAL MARKET
CODE OF CONDUCT

1.1 PREAMBLE

A. The Reading Terminal Market Corporation is a non-profit, 501c3 charged with operating a year-round public market and preserving the national historic landmark building it is situated in. It is critically important to achieving that goal that the individuals working at the Reading Terminal Market Corporation conduct themselves in accordance with the highest standards at all times. This Code of Conduct is designed to help ensure that all such individuals conduct themselves in a friendly, courteous, and respectful manner so as to reflect well on the citizens of the City of Philadelphia and the Commonwealth of Pennsylvania. Working in the Reading Terminal Market Corporation facility is a privilege, not a right, and is conditioned upon compliance with this Code of Conduct.

1.2 APPLICATION

A. This Code of Conduct applies to all individuals working on a project commissioned by the Reading Terminal Market Corporation, including employees of contractors, subcontractors, vendors, exhibitors and show management. The violation of any of the rules contained in this Code of Conduct, as determined by the Reading Terminal Market Corporation after an appropriate investigation, may result in the violators being barred from working on a Reading Terminal Market project.

1.3 RULES

A. Identification

1. All workers must wear appropriate identification when on the Reading Terminal Market premises.

B. Parking

1. Parking is not permitted on the Reading Terminal Market loading docks or premises without the written authorization of the Reading Terminal Market

C. Access to Facility

1. Access to Reading Terminal Market facilities is a privilege which may be withdrawn from any individual who violates any provision of this Code of Conduct.
2. All workers must use only the entrances and exits designated for their use by the Reading Terminal Market Corporation.
3. No workers are permitted in any area of the Reading Terminal Market other than their designated work area at any time during their call. Access to areas other than designated work areas is prohibited. At the completion of a call, all workers must promptly sign out and leave the premises.

D. Solicitation of Tips, Gratuities and Work

1. No one may solicit or accept tips, loans, gifts, gratuities, favors, passes, tickets, admission to any event or entertainment or any other item of value from any of the Reading Terminal Market's prospective or actual customers, guests, merchants, licensees, clients, contractors, or suppliers of services or goods.
2. No threat, pressure or coercion may be used by any person where the object is to influence any of the Reading Terminal Market's customers, users, licensees, merchants, clients, contractors, suppliers or attendees to use any particular vendors, products or services.

E. Access to Events

1. No one may use their identification badge or uniform as a means of admission into any event at the Reading Terminal Market, unless that person is assigned to work there at the time admission is sought. No person may stay after the completion of their working time or assignment to attend an event. No person may attend an event during their working hours.

F. Alcoholic Beverages and Drugs

1. The sale, possession, use of or reporting to work under the influence of alcoholic beverages and/or illegal drugs by workers during their call on a Reading Terminal Market project is strictly prohibited.
2. All individuals working on a project of the Reading Terminal Market are subject to drug and alcohol testing in accordance with the drug and alcohol policy of the Reading Terminal Market Corporation as may be adopted.

G. Solicitation

1. No one may solicit, sell or conduct any business on Reading Terminal Market premises, unless specifically authorized to do so by the Reading Terminal Market Corporation.

H. Posting of Notices

1. The posting of any notices, signs or advertisements on Reading Terminal Market property is prohibited unless approved by the Reading Terminal Market Corporation.

I. Theft or Removal of Property

1. No worker may have unauthorized possession of, purchase or remove any property from a Reading Terminal Market facility, except when registered as an attendee or attending as a ticketed guest. All discarded or abandoned material at the conclusion of an event shall be the property of the Reading Terminal Market.

J. No Smoking Policy

1. Smoking is not permitted in any interior portion of the Reading Terminal Market. Smoking is not permitted within twenty feet of any entrance to the Market.
2. No one smoking on the exterior premises of the Reading Terminal Market may block any entrance or exit of the Reading Terminal Market.

K. Fighting/Horseplay

1. Disorderly conduct, including horseplay, roughhousing, fighting, threats, abusive language or shoving by any individual working on a Reading Terminal Market project is prohibited.

L. Dress Code

1. Because of the public nature of the work environment at the Reading Terminal Market, everyone subject to this Code of Conduct shall be properly attired for work. Any clothing bearing vulgar or offensive symbols, pictures, signs or language is prohibited. Individuals violating this provision of the Code of Conduct shall be removed from the Reading Terminal Market's premises.

M. Improper Treatment of Merchants and Merchant Employees, Reading Terminal Market Employees or Attendees

1. Individuals working on any Reading Terminal Market project must conduct themselves in a friendly, respectful and courteous manner when dealing with any merchants and merchant employees, Reading Terminal Market employees and visitors to the Reading Terminal Market.
2. No individual working at a Reading Terminal Market project shall attempt to intimidate or harass, either verbally or physically, any workers, any merchant or merchant staff, Reading Terminal Market employee or any exhibitor or attendee. This specifically prohibits verbal or physical threats or abuse of another individual, including but not limited to the congregation of one or more individuals in an area to create a show of force.

N. Weapons Prohibited

1. No weapons of any kind are permitted on Reading Terminal Market property.

O. Reports to Reading Terminal Market Corporation

1. Every individual working at the Reading Terminal Market is expected to report to a Reading Terminal Market representative:
   a. Damage to any property or equipment.
   b. Theft or unauthorized possession of any property or equipment.
   c. Any unsafe condition or activity, such as ice on the sidewalks, oil on the floor, etc.
   d. Any unsafe condition or activity involving shows or the public attending events, such as emergency exits being blocked or crowd control problems.
   e. Any emergency, such as fire or medical emergency.
   f. Any and all accidents involving physical damage to the building or equipment.
   g. Any accident involving injury to any individual.

P. Violations

1. Anyone determined by Reading Terminal Market Corporation to have violated any of these rules may be ejected from and/or prohibited from working on the premises of the Reading Terminal Market. If the ejected/prohibited person is an employee

   of a contractor or business invitee of the Reading Terminal Market Corporation, the employment status of the person will be determined solely by the employing

contractor or business invitee. That employment determination, however, will not affect the ejected /prohibited status of the person with respect to the Reading Terminal Market.

Q. General Provisions

1. This Code of Conduct provides general guidelines for the Reading Terminal Market Corporation's expectations regarding the conduct of individuals working on any Reading Terminal Market project. It is not intended to address every situation or behavior that may occur. The Reading Terminal Market Corporation reserves the right to impose appropriate remedial action for any inappropriate conduct not specifically covered in this Code.

2. The Reading Terminal Market Corporation is the final authority on the interpretation of this Code and on decisions relating to violations of the Code. The Corporation reserves the right to alter or modify this Code of Conduct at any time.

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE (Grants)

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.

3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.

4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.

6. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.

7. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as

required for employers' subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.

9. The Grantee's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

10. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

_____ _____

Signature Date

_____

Print

GUIDANCE ON STEEL CERTIFICATION RELATIVE TO THE REDEVELOPMENT ASSISTANCE CAPITAL PROGRAM (RACP)

Updated June 2022

The following guidance is a clarification from the Office of the Budget (OB) regarding the requirements associated with the Pennsylvania Steel Products Procurement Act (SPPA) relative to the RACP program whose statutes are regulated under Act 1 of 1999, as amended. In the past, many a grantee has inquired about specific cases, and we were able to provide each individual project with specific directions. Additionally, we had only accepted the ST-4 form that the Department of General Services (DGS) had exclusively devised to address exceptions linked to the requirements of the SPPA in the handling of special cases or exceptions. Please note that cost consideration (or convenience) is not an acceptable justification that the ST-4 form can address. Filled out ST-4 forms premised on cost consideration will not be accepted by OB.

Effective immediately, OB will accept two more DGS ST forms (ST-2, ST-3) with some caveats, providing that the forms are properly filled out. The ST-1 form is NOT a valid option and shall NOT be accepted by OB. It is not necessary for the ST-2, ST-3, and ST-4 forms to be notarized. Please, be advised that this guidance is specifically tailored to suit the published and programmatic needs of OB as the overseer of RACP program. This is not a commonwealth-wide policy. Any attempt to impose this guidance on other state agencies is strongly discouraged.

Please, be aware that the aforementioned ST forms are acceptable only in cases where non-structural steel needs to be addressed. The DGS ST forms do not replace the steel certification forms associated with structural steel. It remains the responsibility of the project representatives to provide documented evidence that a non-structural steel product is not domestically produced in sufficient quantities.

OB shall continue to require that steel mill certifications be submitted to demonstrate compliance with the steel requirements. Please, be further advised that OB DOES NOT need to approve the ST forms prior to the start of the construction period. The ST forms need to be submitted to demonstrate that compliance, when and where necessary, has been met. The ST forms exceptions are displayed below. Please, contact us if you have any questions.

It is suggested that the certifications be collected at the time any steel for the project is purchased and delivered to ease the collection process.

Effective January 1, 2013, OB began utilizing the DGS Exempt Machinery and Equipment Steel Products listings as part of the RACP steel policy. DGS published a Statement of Policy - Steel Products Procurement in the Pennsylvania Bulletin Volume 43, Number 6 dated February 9, 2013 (See PA Bulletin #43, pages 85-86) that discussed their production of an annual list, based on their analysis of submitted ST-4 forms, which exempts certain steel products not produced domestically in sufficient quantity.

No other changes in RACP steel policy resulted from this new adjustment; consequently, the use of steel certificates for structural steel will still be required. Please note that the use of ST 2,

3, and 4, as requested for other steel products, will still be utilized unless an exemption based on the list has been formulated and forwarded to OB.

RACP Policy for Compliance with the Steel Products Procurement Act:

Two distinct approaches are presented below:

Structural Steel Products

Pursuant to the SPPA, OB will require a mill certificate containing the statement "milled, melted, and manufactured in the USA" for all structural steel products used on RACP projects. We shall deem as ineligible all contracts that are unable to demonstrate compliance via the submission of steel certifications. Therefore, the value of construction contracts associated with non-compliant steel will be removed (both materials and labor costs) from the scope of the project.

Non-Structural Steel Products

Pursuant to the SPPA, OB will require, either a mill certificate containing the statement "milled, melted, and manufactured in the USA" or the appropriate ST form or an **Exemption Request** to utilize the DGS current years' Final List of Exempt Machinery and Equipment Steel Products to demonstrate compliance associated with the non-structural steel products used on RACP projects. OB shall deem as ineligible all contracts that are unable to demonstrate compliance via the submission of steel certifications/ST **forms/Exemption Request** based on the DGS Exempt Machinery and Equipment Steel Products listing. Therefore, the value of construction contracts associated with non-compliant steel will be removed (both materials and labor costs) from the scope of the project.

Recycled products, melted from previously used steel, are acceptable, providing that adequate documentation from the supplier has been furnished. The supplier shall certify that the recycled steel product was produced in the USA.

Furthermore, the burden of proof for all non-structural steel products not produced domestically in sufficient quantities is still the project's responsibility to provide.

Please be aware that the acceptance of ST forms is contingent upon the form being fully filled-in and compliant with the submission guidelines for steel certifications for DGS projects (see attached) with the following exceptions:

A. It is not necessary for the forms to be notarized. All ST forms must contain original signatures (i.e. not electronic or stamped).
B. Any questions regarding steel certification submissions and/or compliance with the Act shall be submitted to OB (Scott Bowman - scotbowman@pa.gov).
C. The Steel certification forms do NOT need to be submitted and approved by OB before the steel product arrives on site so as not to interfere with the project construction schedule.
D. OB assumes responsibility for acceptance of the DGS ST forms in accordance

with this policy.

Completion of the ST-2, ST-3, and ST-4 forms shall follow the DGS directions attached to the form with the following exceptions:

- ST forms do NOT need to be submitted and approved by OB before the steel product arrives on site so as not to interfere with the construction schedule.
- RACP ME# assigned to the project shall be inserted in all areas requiring the DGS contract number (Line#5).
- RACP official project name shall be inserted in all areas requiring the contract title (Line #6).

Note:

Acceptance of each ST form shall be determined by OB at its sole discretion. All documents and other information to be delivered in order to demonstrate compliance with the steel requirements shall be and are, in form, content and substance, subject to the approval of OB, which approval may be withheld or delayed at OB's discretion. OB reserves the right to reject all improperly filled out or unsupported ST forms.

Below are links to PDF copies of the three acceptable ST Forms that can be obtained from the RACP website:

- ST-2 Steel Origin Certification: Non-Identifiable, Non-Structural Steel
- ST-3 75% U.S. Manufacture Certification
- ST-4 Not Domestically Manufactured: Prime Contractor (only to be used when the items requested to be exempted are not found on the appropriate year's List of Exempt Machinery and Equipment Steel Products [see section below entitled "Year of DGS Exemption Listing to Use"])

To implement the RACP policy on Non-structural Steel **Exemption Request** utilizing the DGS's current years' Final List of Exempt Machinery and Equipment Steel Products, referred to as the "Exemption List", please follow the below requirements:

1. The Project must be under "active" construction (workers on site) on or AFTER 1/01/2013 (RACP effective date) to use the "Exemption List".
2. "Active" construction does not include performance of just "punch list" items.
3. Effective date is based on the "active" construction date and not the date the machinery and equipment were purchased.
4. There is no retroactive application of utilization of the "Exemption List".
5. No ST-4 form is required for a RACP Exemption Request based on the "Exemption List".
6. RACP Exemption Request (to utilize the "Exemption List") must come from a contractor involved in the construction of the project and be:
   - On Construction Company Letterhead.
   - Dated and Signed by appropriate company official (does not need to be notarized).
   - Should be addressed to Office of the Budget
   - Should contain RACP project name and/or ME #
   - Lists any/all machinery and equipment that the Company is requesting to have exempted from ST-4 documentation.

- All items listed on RACP Exemption Request letter must clearly match-up to an item on the appropriate year's "Exemption List" and the Exemption List year should be notated for each item.
- There can/may be multiple construction company RACP Exemption Request letters utilized for various machinery and equipment, as applicable, per project.
- Exemption Request can be submitted directly by the project to OB or through the State Assigned Consultant for their project.
- Any questions regarding the exemption request submission and/or compliance with the SPPA shall also be submitted to OB, to the attention of Scott Bowman, Scotbowman@pa.gov

Year of DGS Exemption Listing to Use:

A project should be using the exemption listing for when they are in active construction. For example, if construction was active (and complete) in 2019 they would use the 2019 listing. If a project overlaps a calendar year, they should use the latest listing in which construction is active. For example, if construction is active in 2019 and 2020, they would use the 2020 listing.

If a project is phased, they should use the listing for the year they are in active construction for each phase. For example, if the first phase starts and ends in 2020 whereas the second phase starts and ends in 2021, the first phase would use the 2020 listing while the second phase would use the 2021 listing. If a phase overlaps a calendar year, follow the 1st paragraph above.

Among other items, the DGS web page for Steel Products Procurement Act information includes links for a copy of the Act; the current year's Final List of Exempt Machinery and Equipment Steel Products; the PA Bulletin's Steel Products Procurement Act Statement of Policy; and Frequently Asked Questions. Certain prior years DGS Exemption Lists are downloadable from the RACP website.

Please be aware that all other steel items not specifically exempted or that may require any type of interpretation would be discretionary to OB's policy. Be reminded that this exemption listing is not effective for structural steel.

Note:

Acceptance of each Exemption Request shall be determined by OB at its sole discretion. All documents and other information to demonstrate compliance with the steel requirements shall be in form, content, and substance, subject to the approval of OB, which approval may be withheld or delayed at OB's discretion. OB reserves the right to reject all improperly filled out or unsupported Exemption Request.

ST-2

This form must be filled out for non-identifiable, non-structural steel products.

SECTION A **To be filled out by the Purchaser, the firm that pays the Fabricator**

Line #1 This is the name of the firm that is dealing directly with the Fabricator

Line #2 This is the purchaser's mailing address.

Line #3 This is the purchaser's business phone.

Line #4 This is the date the ST-2 form is sent to the fabricator.

Line #5 This is the DGS contract number or RACP ME# for the project.

Line #6 This is the DGS project description RACP Project Name.

Line #7 **This is the "steel product" being certified, such as a chiller, condenser, hollow metal doors. The prime contractor may not fill in the line with a description like "structural steel", "heating unit" or "air conditioning Unit". The model number, if any, of the steel product must be listed as indicated.**

LINE #7 IS THE MOST CRITICAL PART OF THE FORM.
FAILURE TO PROPERTY FILL OUT LINE #7 ON EACH ST FORM
MAKES THE ENTIRE FORM INVALID AND A NEW FORM MUST BE SUBMITTED.

SECTION B **To be filled out by the Fabricator, the firm that assembles the product listed on Line #7.**

Line #1 This is the Fabricator's name.

Line #2 This is the Fabricator's mailing address.

Line #3 This is the Fabricator's business phone.

Line #4 This is the date the Fabricator receives the ST-2 from the Purchaser.

Line #5 This is the Fabricator's Federal I.D. number.

SECTION C

1. Language – **No modifications, cross-outs or alterations of any type may be made to the language of this certification paragraph.**

2. Signature – Two signatures are required on the ST-1 form. The Prime Contractor's President/Vice President must sign on one line and the Secretary or Treasurer must sign as a witness. The names should be typed or printed beneath the signature lines. Failure to type in the names **does not** invalidate the ST form.

ST-2 STEEL ORIGIN CERTIFICATION:
NON-IDENTIFIABLE, NON-STRUCTURAL STEEL

This form must be executed by the Purchaser and the Fabricator of any item containing steel that is not structural steel. This form must be submitted to the APM within 30 days from the date the Professional approved a submittal listing a "steel product". No steel product may be delivered on-site unless DGS has received the ST form. Structural steel is defined as steel products used as a basic structural element or a project (i.e. steel beams, columns, decking stairways, reinforcing bars, pipes, etc.). Purchasers of structural steel products (contractors or subcontractors) **must** provide bills of lading, invoices **and** mill certifications that the steel was manufactured in the United States instead of this form. The Fabricator shall be herein defined as the firm that assembles the component parts of the product to be purchased. The Department of General Services will accept the certification of firms that are earlier in the chain of purchase (i.e. manufacturers of components, steel suppliers) in lieu of the Fabricator.

A. TO BE COMPLETED BY THE PURHCASER:

1. Name of purchasing firm:_____

2. Firm's address:_____

3. Firm's phone number:_____ 4. Date submitted to Fabricator: _____

5. Contract No. DGS_____ 6. Contract Title:_____

7. Steel Product Certified:_____

Model:_____

B TO BE COMPLETED BY THE FABRICATOR/MANUFACTURER:

1. Name of firm:_____

2. Address of firm:_____

3. Firms phone number:_____ 4. Date Received:_____

5. Federal Employer ID. No:_____

CERTIFICATION: I, the undersigned officer of the Fabricator/Manufacturer, do certify that our firm assembled/fabricated the components to the steel products listed in Section A, Item 7, and that all steel components therein are comprised of steel that is melted and/or fabricated in the United States. I understand that, by signing this document, I certify that I have received assurances from the suppliers/manufacturers of the components that said components do not contain foreign manufactured steel. I further understand that this document is subject to the provisions of the Unsworn Falsification to Authorities Act (18 P.S. § 4904). I also understand that I am subject to the provisions of the Steel Products Procurement Act (73 P.S. § 1881, et. seq.) which provides penalties including, but not limited to, debarment from supplying any products for Commonwealth of Pennsylvania Public works projects for a period of five (5) years for violations therein. I agree to provide documentation supporting these facts if requested by the Commonwealth. The Commonwealth reserves the right to pursue any action deemed necessary to protect the Commonwealth's interest and ensure compliance with the laws of the Commonwealth.

WITNESS:

_____ _____(Seal)

Name: Name:

Secretary or Treasurer President or Vice President

ST-3

2-STEP ELIGIBILITY ANAYLSYS:

BEFORE A PRIME CONTRACTOR CAN SUBMIT AN ST-3,
THE FOLLOWING ANALYSIS MUST BE SATISFIED

STEP #1: The contractor must establish that the "product" **contains BOTH**:

- Steel melted in the USA

AND

- Foreign Steel

Note: Step #1 focuses upon the **content** of the "product".

Note: The % need not be close; it can be 99-1, so long as there is both foreign and domestic steel in the "product".

STEP #2: The contractor must establish that 75% of the **cost** of the "product" has been mined, produced or manufactured in the USA.

Note: Step #2 focuses upon the cost of the entire "product", not just the steel within it.

SECTION A

Line #1 This is the Prime Contractor's name.

Line #2 This is the Prime Contractor's business address.

Line #3 This is the Prime Contractor's phone number.

Line #4 This is the date the ST-3 is submitted to the fabricator.

Line #5 This is DGS contract number or RACP ME# for the project for the project.

Line #6 This is the DGS project description RACP Project Name.

Line #7 This is the "steel product" being certified, such as a chiller, condenser, hollow metal doors. The prime contractor may not fill in the line with a description like "structural steel", "heating unit" or "air conditioning unit". The model number, if any, or the steel product must be listed as indicated.

LINE #7 IS THE MOST CRITICAL PART OF THE FORM.
FAILURE TO PROPERLY FILL OUT LINE #7 ON EACH ST FORM MAKES THE ENTIRE FORM INVALID AND A NEW FORM MUST BE SUBMITTED.

SECTION B **To be filled out by the Fabricator/Manufacturer, the firm that fabricates the product listed on Line A7.**

Line #1 This is the Fabricator's name.

Line #2 This is the Fabricator's business address.

Line #3 This is the Fabricator's business phone.

Line #4 This is the date the Fabricator receives the ST-3 from the purchaser.

Line #5 This is the Fabricator's Federal I.D. Number.

Line #6 The Fabricator must insert the percentage of the cost of the articles, materials and supplies which have been mined, produced or manufactured in the U.S. for the product listed on Line #7.

SECTION C

1. Language – **No modifications, cross-outs or alterations of any type may be made to the language of this certification paragraph.**
2. Signature – Two signatures are required on the ST-3 form. The Fabricator's President/Vice President must sign on one line **and** the Secretary or Treasurer must sign as a witness. The names should be typed or printed beneath the signature lines. Failure to type in the names does not validate the ST form.

NOTES on ST-3 Forms:

• It is not necessary to submit an ST-1 with the ST-3.

• **DGS reserves the right to request additional documentation to support the percentage specified on Line 14. If the Fabricator/manufacturer refuses to produce such documentation and/or DGS deems it to be in the Commonwealth's best interests, DGS may request the Office of Inspector General to investigate the submission of the ST-3 form.**

ST-3

75% U.S. MANUFACTURE CERTIFICATION

The Steel Products Procurement Act (73 P.S. § 1881, et. seq.) allows the use of steel products with **both** foreign and domestic steel **if at least 75 percent of the cost** of the materials (including steel, rubber, wood, plastics, etc.) in the product are manufactured or produced, as the case may be, in the United States.

This form must be executed by a Fabricator of any item containing BOTH U.S. AND FOREIGN STEEL. The fabricator shall hereby be defined as the firm that assembles the component parts of the product to be purchased. The Department of General Services will accept the certification of firms that are **earlier** in the chain of purchase (i.e., manufacturers of components, steel suppliers) in lieu of the Fabricator.

This form must be submitted to the APM within 30 days from the date the Professional approves a submittal listing a "steel product". No steel product may be delivered on-site unless DGS has received an ST form.

A. **TO BE COMPLETED BY THE PRIME CONTRACTOR (PURCHASER):**

1. Name of Contractor:_____
2. Address of Contractor:_____
3. Phone Number:_____ 4. Date submitted to Fabricator:_____
5. Contract No. DGS:_____ 6. Contract Title:_____
7. Steel Product Certified:_____

   Model:_____

B. **TO BE COMPLETED BY THE FABRICATOR/MANUFACTURER:**

1. Name of Firm:_____
2. Address of Firm:_____
3. Firm's Phone number**:**_____ 4. Date Received**:**_____
5. Federal Employer ID No. _____

6Percentage of the cost of the articles, materials and supplies which have been mined, produced or manufactured in the U.S. for the product listed above on line 7:_____

CERTIFICATION: I, the undersigned Officer of the Fabricator/Manufacturer, do certify that our firm assembled/manufactured the components to the steel product listed in Section 7, that the steel in said product is both foreign and domestically manufactured, and that all the facts contained in this document are true. I agree to provide documentation supporting these facts if requested by the Commonwealth. I further understand that this document is subject to the provisions of the unsworn Falsification to Authorities Act (18 P.S. § 4904) and the Steel products Procurement Act (73 P.S. §1881, et seq.) which provide penalties including, but not limited to, debarment from supplying any products for Commonwealth of Pennsylvania public works projects for a period of five (5) years for violations therein. The Commonwealth reserves the right to pursue any action deemed necessary to protect the Commonwealth's interest and ensure compliance with the laws of the Commonwealth.

WITNESS:

_____ _____(Seal)

Name: Name:

Secretary or Treasurer President or Vice President

ST-4

This form may be submitted in circumstances where the Prime contractor believes that the "product" on Line #7 is not made in sufficient quantities to satisfy the requirements of the contract.

The information submitted by a Prime contractor is subject to verification by the Department. Any Prime contractor who executes a Purchase Order or other type of purchase agreement encompassing a "steel product" prior to receiving the Department's written determination that the "steel product" listed on Line #7 of the ST-4 form is not manufactured in sufficient quantity to meet the requirements of the project does so at its own risk and faces penalties including, but not limited to, non-payment for the product; removal and replacement of the product at its own costs; and/or an Office of Inspector General investigation which may lead to debarment.

Domestic availability will be determined as of the date the ST-4 form is submitted to DGS for approval

Line #1 this is the Prime Contractor's formal business name.

Line #2 This is the Prime Contractor's business address.

Line #3 This is the Prime Contractor's business phone.

Line #4 This is the date the ST-4 form is submitted to DGS. Office of the Budget.

Line #5 This is the DGS contract number or RACP ME# for the project.

Line #6 This is the DGS project description RACP Project Name.

Line #7 **This is the "steel product" being certified, such as a chiller, condenser, hollow metal doors. The prime contractor may not fill in the line with a description like "structural steel", "heating unit" or air conditioning unit".**

LINE #7 IS THE MOST CRITICAL PART OF THE FORM.
FAILURE TO PROPERLY FILL OUT LINE #7 ON EACH ST FORM MAKES THE ENTIRE FORM INVALID AND A NEW FORM MUST BE SUBMITTED FOR APPROVAL.

Line #8 These four lines, (a) through (d), are to be filled out completely by the Prime Contractor. At least four suppliers/manufacturers must be contacted by the Prime Contractor to ascertain if the "product" on Line #7 is manufactured with domestic steel.

CERTIFICATION

1. Language – **No modifications, cross-outs or alterations of any type may be made to the language of this certification paragraph.**
2. Signature – Two signatures are required on the ST-4 form. The Prime Contractor's President/Vice President must sign on one line **and** the Secretary or Treasurer must sign as a witness. The names should be typed or printed beneath the signature line. Failure to type in the names **does not** invalidate the ST form.

NOTE ON ST-4 FORMS:

•It is not necessary to submit an ST-1 form with an ST-4 form.

ST-4 NOT DOMESTICALLY MANUFACTURED: PRIME CONTRACTOR

This form must be executed by the Prime Contractor and submitted to the APM within 30 days from the date the Professional approves a submittal listing a "steel product". No steel product may be delivered on-site unless DGS has received, reviewed and provided written approval of the ST-4 form. An ST-4 form can only be submitted for approval when a steel product is not domestically produced in sufficient quantities. DGS will verify the accuracy of the information on the ST-4 form and will contact additional suppliers/manufacturers to ascertain the availability of a domestic steel product.

1. Prime Contractor:_____ 2. Address:_____

3. Phone Number:_____ 4. Date Submitted:_____ 5. Contract No. DGS:_____

6. Contract Title:_____ 7. Steel Product:_____
8. Suppliers/manufacturers contacted by the Prime Contractor that claimed that the above product is not produced/manufactured with U.S. manufactured steel. At least four Suppliers/Manufacturers are needed. Manufacturers listed in specifications must be contacted.

a. Firm Name:_____ Phone Number:_____
Address:_____
Person Contacted:_____ Date Contacted:_____

b. Firm Name:_____ Phone Number:_____
Address:_____
Person Contacted:_____ Date Contacted:_____

c. Firm Name:_____ Phone Number:_____
Address:_____
Person Contacted:_____ Date Contacted:_____

d. Firm Name:_____ Phone Number:_____
Address:_____
Person Contacted:_____ Date Contacted:_____

CERTIFICATION: I, the undersigned Officer of the Contractor, do certify that I have contacted the firms listed in Section 9, and was informed that said firms do not produce/manufacture the steel product listed on Line 7 with U.S. Steel in sufficient quantities to complete the above-referenced project. I understand that this document is subject to the provisions of the Unsworn Falsifications to Authorities Act (18 P.S. § 4904) and the Steel Products Procurement Act, which provide penalties including, but not limited to, debarment from bidding on any Commonwealth of Pennsylvania public works project for a period of five years. The Commonwealth reserves the right to pursue any action deemed necessary to protect the Commonwealth's interest and ensure compliance with the laws of the Commonwealth.

WITNESS:

_____ _____(SEAL)

Name: Name:
Secretary or Treasurer President or Vice President

DRAFT

AIA® Document A132™ – 2019

Standard Form of Agreement Between Owner and Contractor,
Construction Manager as Adviser Edition

AGREEMENT made as of the « » day of in the year « 2026 »
(In words, indicate day, month, and year.)

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

The Reading Terminal Market Corporation« »« »
1136 Arch St« »
Suite 400« »
Philadelphia, PA 19107« »

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

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

Reading Terminal Market Capital Improvement Project« »
Reading Terminal Market« »
1136 Arch St.
Philadelphia, PA 19107« »

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

Joseph Jingoli and Son, Inc.« »« »
100 Lenox Dr.« »
Suite 100« »
Lawrenceville, NJ 08648« »

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

DIMITRI J. VERVERELLI, INC
CONSULTING ENGINEERS
211 N. 13th Street, 9th Fl.
Philadelphia, PA 19107
« »

The Owner and Contractor agree as follows.

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

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

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (1915441781)

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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 Modifications, 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 DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[«X »] The date of this Agreement.

[« »] A date set forth in a notice to proceed issued by the Owner.

[« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

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

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

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

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« One hundred ninety five calendar days from the date of commencement»

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

Portion of Work	Substantial Completion Date
Contract#1 – General Construction	195 Calendar Days from NTP

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:
(Check one of the following boxes and complete the necessary information.)

[« X »] Not later than « One hundred ninety five » («195 ») calendar days from the date of commencement of the Work.

[« »] By the following date: « »

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
Contract #1 – General Construction	195 Calendar Days from NTP

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, 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 one of the following:
(Check the appropriate box.)

[« X »] Stipulated Sum, in accordance with Section 4.2 below

[« »] Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

[« »] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be « » ($ « »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum: **Reference Bid Form 00 41 13 & Schedule of Alternate 01 23 00 for additional information.**

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Item	Price
Add Alternate #1: Asphalt Paving Mill & Overlay	$

§ 4.2.2.2 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

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

Item	Price
Contract #1 – General Construction Reference Bid Form 00 41 13 for General Allowance Requirements	$100,000.00

§ 4.2.4 Unit prices, if any: NOT USED
(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)

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price – N/A
§ 4.3.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.3.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

« N/A»

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

«N/A »

§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

«N/A »

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed «N/A » percent («N/A » %) of the standard rental rate paid at the place of the Project.

§ 4.3.6 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)
N/A		

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§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager, within 14 days of executing this Agreement, a written Control Estimate for the Owner's review and approval. The Control Estimate shall include the items in Section B.1 of Exhibit B, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price

§ 4.4.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

«N/A »

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

«N/A »

§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

«N/A »

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed «N/A » percent («N/A » %) of the standard rental rate paid at the place of the Project.

§ 4.4.6 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)
N/A		

§ 4.4.7 Guaranteed Maximum Price – N/A

§ 4.4.7.1 The Contract Sum is guaranteed by the Contractor not to exceed « » ($ « »), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 4.4.7.2 Alternates

§ 4.4.7.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	

§ 4.4.7.2.2 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
N/A		

§ 4.4.7.3 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
N/A	

§ 4.4.7.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption.)

«N/A »

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§ 4.4.8 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 4.4.9 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 4.4.7.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 4.4.7.4 and the revised Contract Documents.

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)

« Liquidated Damages are assessed at $2,500.00 for each calendar day beyond substantial completion.
»

§ 4.6 Other:
(Insert provisions for bonus, cost savings 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 Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, 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:

« N/A »

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the « 30th » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the «30th » day of the «following » month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «forty-five » (« 45 ») days after the Construction Manager receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 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 Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 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.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

.1 That portion of the Contract Sum properly allocable to completed Work;

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.2 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; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 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 Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;

.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 Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price – N/A

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor, plus payrolls for the period covered by the present Application for Payment, less that portion of the payments attributable to the Contractor's Fee.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 In accordance with AIA Document A232-2019 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

.1 The Cost of the Work as described in Exhibit B, Determination of the Cost of the Work;

.2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.3 The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 5.1.5.3.1.1 at the rate stated in Section 4.3.2; or if the Contractor's Fee is stated as a fixed sum in Section 4.3.2 an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section 5.1.5.3.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.5.3.2 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 Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;

.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 Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019;

.5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.5.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 5.1.7.

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§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; (2) that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 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.

§ 5.1.5.7 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price – N/A

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 5.1.6.2 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 Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 5.1.6.2.1 The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.2.2 The allocation of the Guaranteed Maximum Price under this Section 5.1.6.2 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 5.1.6.2.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and Construction Manager.

§ 5.1.6.3 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. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 In accordance with AIA Document A232-2019, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

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.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.6.4.2 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 Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;

.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 Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019;

.5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and such action shall not be deemed to be a representation that (1) the Construction Manager or Architect have made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; (2) that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.6.7 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.

§ 5.1.6.8 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, 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.)

«10% »

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

«In Accordance with Specification 01 29 00 Payment Procedures »

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

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(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

« In Accordance with Specification 01 29 00 Payment Procedures »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, 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 when the Work of this Contract is substantially complete shall not include retainage as follows:
(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

« In Accordance with Specification 01 29 00 Payment Procedures »

§ 5.2 Final Payment
§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum
§ 5.2.1.1 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 A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

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

« In Accordance with Specification 01 29 00 Payment Procedures »

§ 5.2.2 Final Payment Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price
§ 5.2.2.1 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 A232–2019, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit B, Determination of the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect in accordance with Exhibit B, Determination of the Cost of the Work.

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

« In accordance with Division 01 Contract Requirements »

§ 5.3 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.)

«N/A » % « »

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 Initial Decision Maker
The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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«N/A »
« »
« »
« »

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[**«N/A »**] Arbitration pursuant to Article 15 of AIA Document A232–2019.

[**«N/A »**] Litigation in a court of competent jurisdiction.

[**«X »**] Other: *(Specify)*

« Reference AIA General Conditions A232-2019, Article 15 Claims and Disputes »

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 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, 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.)

«N/A »

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 7.2.1 Termination – N/A

§ 7.2.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.2.1.2 Termination by the Owner for Cause

§ 7.2.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the Owner shall then only pay the Contractor an amount as follows:

.1 Take the Cost of the Work incurred by the Contractor to the date of termination;

.2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A232–2019.

§ 7.2.1.2.2 When the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, if the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232-2019, the amount, if any, to be paid

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to the Contractor under Article 14 of AIA Document A232-2019 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.1.2.1.

§ 7.2.1.2.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.

§ 7.2.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A232–2019, 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.)

«N/A »

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 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)

Gary Matthias
Senior Project Manager
Joseph Jingoli & Son, Inc.
100 Lenox Drive, Suite 100
Lawrenceville, NJ 08648 »

§ 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 A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

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§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019, Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, 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.)

«N/A »

§ 8.7 Relationship of the Parties
Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Other provisions:

«N/A »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

.2 AIA Document A132™–2019, Exhibit A, Insurance and Bonds Exhibit

.3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

.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.)

«N/A »

.5 Drawings: Contract Drawings Identified as follows:

1. Gannett Fleming Architects - Drawings Dated 02/03/23, as defined in the Summary of Work 01 10 00.
2. Vitetta Group – Drawings Dated 09/26/22, as defined in the Summary of Work 01 10 00.

Number	Title	Date

.6 Specifications: Contract Specifications Identified as follows:

1. Division 00 & 01 of Contract Documents
2. Gannett Fleming Technical Specifications Dated 02/03/23.
3. Vitetta Group Technical Specifications Dated 02/03/23.

Section	Title	Date	Pages

.7 Addenda, if any:

1. Addendum No.1 Dated March 24, 2023

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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 A132™–2019, Exhibit B, Determination of the Cost of the Work

[«N/A »] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

« »

[«N/A »] The Sustainability Plan:

Title	Date	Pages

[«N/A »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 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.)

«N/A »

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name and title)*

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AIA® Document A232® – 2019

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

for the following PROJECT:
(Name, and location or address)

Reading Terminal Market Capital Improvement Project
Reading Terminal Market
1136 Arch Street
Philadelphia, PA 19107

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Joseph Jingoli and Son, Inc
100 Lenox Dr
Suite 100
Lawrenceville, NJ 08648

THE OWNER:
(Name, legal status, and address)

The Reading Terminal Market Corporation
1136 Arch Street
Suite 400
Philadelphia, PA 19107

THE ARCHITECT/ENGINEER:
(Name, legal status, and address)

DIMITRI J. VERVERELLI, INC.
CONSULTING ENGINEERS
211 N. 13th Street 9th Fl.
Philadelphia, Pa 19107

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.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, 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 the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their 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 other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

§ 1.1.7 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.

§ 1.1.8 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.

§ 1.1.9 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.

§ 1.1.10 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.

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§ 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

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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 Construction Manager and the Architect do 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 under (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,

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assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit.

§ 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 The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 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.

§ 2.3.6 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.

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

§ 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

§ 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 review by the Construction Manager and prior approval of the Architect, and the Construction Manager or 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 Construction Manager's and Architect's and their respective consultants' 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

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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 Construction Manager or Architect in their 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 2.3.5, 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 Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and 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 Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and 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, the Construction Manager, and the 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. The Contractor shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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§ 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 the Project 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, in consultation with the Construction Manager, 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, Construction Manager, 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 Construction Manager or 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 or portions thereof 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 Owner, assisted by the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay 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

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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, Construction Manager, and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, 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, in consultation with the Construction Manager, 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, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either 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, Construction Manager, 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 purchase of materials, including taxes (if any), and the installation/labor cost of any Owner approved changes that will be applied against the allowance amount. The approved amount of each allowance change will be the **net** cost only; insurance, bond, coordination, supervision, project management and overhead/profit are in the contractor's base bid. Changes will be applied to the allowance strictly at the Owner's discretion.

.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.

.4 Upon completion of the project, a deduct change order will be issued for all unused allowance amounts. (Contractor's schedule of values will include line items for the respective allowances.)

§ 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, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager, 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, and the Construction Manager's review and approval, 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. The Contractor shall cooperate with the Construction Manager to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

§ 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 Construction Manager's and Architect's approval. The Architect and Construction Manager'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 Construction Manager and 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 participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules.. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

§ 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 Construction Manager, Architect, and Owner, and delivered to the Construction Manager 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 and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are 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 Construction Manager or Architect without action.

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§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Construction Manager, 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 reviewed and 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 Construction Manager and 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 Construction Manager and 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, the Architect, and the Construction Manager 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 Construction Manager and Architect at the time and in the form specified by the Architect.

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§ 3.13 Use of Site

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

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 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, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, 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, or Construction Manager with the Owner's approval, 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, Construction Manager, 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, Construction Manager, 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, Architect, or Construction Manager. 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 through the Construction Manager.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and 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.

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§ 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 AND CONSTRUCTION MANAGER

§ 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 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and 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. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager, will direct scheduling and coordination of the activities of the General Contractor and other Prime Contractors as deemed necessary, in accordance with the latest approved Project Schedule to maintain all completion dates. Direction is to be adhered to as provided.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and 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, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 **Communications.** The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager 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 Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with

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Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

(Paragraph deleted)

§ 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 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. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect 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 Construction Manager and 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 Construction Manager and 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.

§ 4.2.13 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These

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will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.17 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 Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

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

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

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request 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 other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors.

§ 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 Construction Manager, for review by the Owner, Construction Manager 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 Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager 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, Construction Manager 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.

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§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager 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, Construction Manager 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, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager 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 with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and 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 the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

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§ 6.1.3 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's own forces, Separate Contractors, Construction Manager and other 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's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and 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 or other Contractors' 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 Contractors or other Contractors that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, 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 delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.

§ 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, Separate Contractors, or other Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner, Separate Contractors, and other Contractors 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, other 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 Construction Manager, with notice to 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, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager 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.

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§ 7.2 Change Orders

A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect, and Contractor, 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.

.4 For the General Contractor, for any work performed by the General Contractor's own forces, ten percent (10%)

.5 For the General Contractor, for work performed by his Subcontractor, five percent (5%)

.6 For each Subcontractor or sub-Subcontractor involved, for any Work performed by that Subcontractor's own forces, ten percent (10%) of the cost,

.7 For each Subcontractor, for Work performed by his sub-Subcontractor, five percent (5%) of the amount due the sub-Subcontractor.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager and 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.

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§ 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 Construction Manager 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 Construction Manager and 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 Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The 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 Construction Manager and 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 Construction Manager shall 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 Construction Manager 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 Construction Manager 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.

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§ 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, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (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, based on the recommendation of the Construction Manager, 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 Construction Manager, 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 Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or 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 fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager 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, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien 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 Construction Manager and Architect, but not yet included in Change Orders.

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

9.3.1.3 Applications for Payment should be prepared in the standard AIA Application G732-2019, Construction Manager as Adviser Edition. Applications for payment to be submitted electronically to the Construction Manager.

§ 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

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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 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager 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 Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager 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 Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager'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, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation 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, or Contractors are, entitled to payment in the amount certified.

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§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 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 Construction Manager or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or 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 Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or 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 or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the 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;
.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 or other 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 or Construction Manager withholds certification for payment under Section 9.5.1, 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 Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project 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 Construction Manager and 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

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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 Construction Manager 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 Owner, Construction Manager and Architect 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, Construction Manager 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 Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's 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 Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner, Construction Manager 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 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 notify the Construction Manager, and the Contractor and Construction Manager shall jointly 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.

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§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, 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 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, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, 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.

9.8.6 LIQUIDATED DAMAGES: Contractor agrees, if awarded the Contract, that $2,500.00 per day for each calendar day beyond milestone dates as set forth in the schedule provided here will be paid to the Owner for liquidated damages. In the event the actual damages exceed $2,500.00 per day, the Contractor will be responsible to pay the owner for any and all additional damages above and beyond the $2,500.00 per day.

§ 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 and Construction Manager shall jointly 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 after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, 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 completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such

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inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their 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 Construction Manager's and Architect's final Certificate for Payment or Project 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 through the Construction Manager (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 Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and 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 through the Construction Manager 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 solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for record only. . The Construction Manager's responsibilities for review of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work.

§ 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

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

§ 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, 10.2.1.3 and 10.2.1.4 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, 10.2.1.3 and 10.2.1.4. 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, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any 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, Construction Manager 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
§ 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, Construction Manager 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, Construction Manager and Architect the names and qualifications of persons or

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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, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager 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, Construction Manager, Architect, their 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, Construction Manager and Construction Manager's consultants, and the 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.

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§ 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 directly to the Owner, and separately to the Construction Manager, 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 both the Contractor and the Construction Manager, separately and 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 directly to the Contractor, and separately to the Construction Manager, 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 Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) 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 Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, 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.

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§ 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, Architect, and Construction Manager 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 Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, 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 Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their 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 Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or 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 Construction Manager or 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 Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

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§ 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, Construction Manager 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, Separate Contractors, or other 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.

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§ 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, Construction Manager, 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 Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and 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 Construction Manager, 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 Construction Manager and 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 Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and 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 Construction Manager's and 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 Construction Manager for transmittal to the Architect.

§ 13.4.5 If the Construction Manager or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Construction Manager or 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;

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.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Construction Manager has not certified or 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, 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, Construction Manager 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 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, Construction Manager and 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, after consultation with the Construction Manager, 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 Construction Manager's and 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, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

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§ 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 the 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 this 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 Construction Manager and 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.

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§ 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

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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, the Construction Manager, 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 of 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 – N/A

§ 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.

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§ 15.4 Arbitration – N/A

§ 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 – N/A

§ 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.

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User Notes:
(1346529873)

Reading Terminal Market Corporation

Reading Terminal Capital Improvement Project

Reading Terminal Market Corporation
1136 Arch Street
Philadelphia, Pennsylvania 19107

Project Manual
(Issued For Bid Set 03/13/26)

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PROCUREMENT AND CONTRACTING REQUIREMENTS

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AIA American Institute of Architects
DVJI Dimitri J. Ververelli, Inc – Consulting Engineers
PCCA Pennsylvania Convention Center
JJS Joseph Jingoli and Son, Inc.

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SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 PROJECT DELIVERABLES

A. The following deliverables shall be submitted to the Construction Manager (CM) via Procore Construction Management Software (Procore) for review and approval within the time limits specified. Access to Procore will be provide by the Construction Manager. No payments to the Contractor(s) will be made until the following submissions are made and approved: (Time is in Calendar days)

Schedule of Values	15 Days from NTP
Construction Schedule	10 Days from NTP
Submittal Schedule	15 Days from NTP
Schedule of Tests and Inspections	15 Days from NTP
List of Suppliers	15 Days from NTP
List of Subcontractors	15 Days from NTP
List of Key Personnel	15 Days from NTP
Safety Plan	10 Days from NTP
Substitution Submittals	15 Days from NTP
Submission of all Submittals	45 Days from NTP

1.2 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.3 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Future work.
5. Purchase contracts.
6. Contractor-furnished, Owner-installed products.
7. Access to site.
8. Coordination with occupants.
9. Work restrictions.
10. Specification and drawing conventions.
11. Miscellaneous provisions.

1.4 PROJECT INFORMATION

A. Project Identification: Reading Terminal Capital Improvements

1. Project Location: 51 North 12th Street, Philadelphia PA, 19107

B. Owner: Reading Terminal Market Corporation, 51 North 12th Street, Philadelphia PA, 19107

C. Engineer: DIMITRI J. VERVERELLI, INC. Consulting Engineers, 211 N. 13th Street, 9th Fl. Philadelphia, PA 19107

D. Construction Manager: Joseph Jingoli & Son, Inc. 100 Lenox Dr., Suite 100, Lawrenceville, NJ 08648.

1.5 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of this Project is defined by the Contract Documents which includes the design scope as follows:

1. Scope includes Plumbing, Mechanical, Electrical Replacements, and Civil changes as defined.

Drawings: CS, MCS, M-1. M-2, M-3, M-4, M-5, M-6, M-7, ECS, E-1, E-2, C-100, C-101, C-200, C-201, C-600 Dated 03/13/26.

Technical Specifications Dated 03/13/26.

B. ALTERNATES

1. Reference 01 23 00 Alternates for alternate schedule and 00 41 13 Bid Form

C. UNIT PRICES – NOT USED

D. Type of Contract:

1. Project will be constructed under a Single Prime (General Contract).

   a. GC Subcontractors for each trade discipline shall apply for and obtain necessary permits to complete their scope.

   b. The General Contractor shall apply and pay for all building permits required for the entire Project and all additional inspections, permits, licenses and approvals required for the Project as a whole by authorities having jurisdiction over the Project.

1.6 CONSTRUCTION – EXECUTION OF WORK

A. The work shall be conducted to ensure the continuous operation of the Reading Terminal Market during business hours.

Contractor is responsible for reviewing access to existing equipment and determine means and methods including, but not limited to, the use of ladders, lifts, scaffolding, etc. to complete the work. Temporary measures shall be coordinated and implemented to protect existing vendor equipment, finishes, etc.

B. Before commencing work, the Contractor shall identify in their schedule and work plan how the work will be completed and how the work coordinates with the activities and special events at the Market. It is critical that ALL systems are returned to normal operation prior to the following business day and no later than **6:00am**.

1. The following scope of work may be performed during **1st shift Work Hours,** as defined below**.**

   A. Mechanical System Pumps and Associated Piping **NOTE:** Contractor shall NOT anticipate replacement of these systems until November of 2026.

   B. Exterior Grease Trap Door Replacement

   C. BAS System (Back of House Only)

   D. Firestopping

   Exceptions**:** Any scope of work, including but not limited to, MEP demolition which impacts the Reading Terminal Market Vendor (s) during normal hours of operation must be completed on 2nd shift. Contractor shall coordinate with RTM Facilities prior to the start of demolition.

Close coordination is required by the Contractor to facilitate RTM daily work functions. Temporary measures shall be implemented by the Contractor to ensure this space is available during times of operation.

2. The following scope of work may be performed during **2nd shift Work Hours,** as defined below**.**

   A. Water Source Heat Pumps & Associated Work

   B. BAS System within the Market Merchant Space

   Exceptions**:** Any scope of work, including but not limited to, MEP demolition which impacts the Reading Terminal Market Vendor (s) during normal hours of operation must be completed on 2nd shift. Contractor shall coordinate with RTM Facilities prior to the start of demolition.

   Close coordination is required by the Contractor to facilitate RTM daily work functions. Temporary measures shall be implemented by the Contractor to ensure this space is available during times of operation.

   Contractor shall remove and resecure existing cabling (mc cable, data cable, signs, etc.) as required to complete the work.

3. The following scope of work must be completed during **3rd Shift Work Hours**, as defined below.

   A. Loading Dock Asphalt Paving

   Close coordination is required by the Contractor to facilitate RTM daily work functions. Temporary measures shall be implemented by the Contractor to ensure this space is available during times of operation

   Contractor is responsible to review access to existing equipment and determine means and methods including, but not limited to, the use of ladders, lifts, scaffolding, etc. to complete the work. Temporary measures shall be coordinated and implemented to protect existing vendor equipment, finishes, etc.

1.7 ACCESS TO SITE

General: Contractor shall have limited use of Project site for construction operations during construction period.

Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to area within limit of work line shown on Drawings.

2. Construction Work Hours:

1St Shift (7:00am – 3:30pm)

2nd Shift (6:30pm – 2:30am)

3rd Shift (11:00pm – 7:00am)

1.8 COORDINATION WITH OCCUPANTS

A. Full Owner Occupancy: Owner's normal hours of operation and occupancy of the site are between **(6:00am to 6:30pm)**. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the day-to-day operations of the building. Maintain existing exits unless otherwise indicated or permitted. Owner will require access to all areas of the Project Site and the building during the entire Project duration.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction. All request and approvals must be in writing.

2. Notify Owner in writing not less than 72 hours in advance of activities that may affect Owner's operations.

3. The Owner anticipates the scheduling of evening events over the course of the project that extend beyond normal hours of operation listed above. RTM will coordinate with the Contractor. No work will be permitted during this time.

1.9 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work to normal business working hours, Monday through Friday, as noted above, unless otherwise approved by Owner.

1. Weekend Hours: Limit work to 8 am to 5 pm and as permitted by the City of Philadelphia. Weekend hours must be coordinated with the Market as these activities will take precedent over the contractor's activities.

2. Early Morning Hours: Only with approval in writing by authorities having jurisdiction for restrictions on noisy work. The Contractor must comply with the City Noise Ordinance as specified in the Philadelphia Code Chapter 10-400.

3. If portions of the Work require construction activities to take place before or after Normal Working Hours, during weekends and/or on holidays. All costs to work before or after Normal Working Hours, including but not limited to, any differential labor rates are to be included in the Contractor's bid amount.
4. All loading and un-loading shall be coordinated by the Contractor with the Owner's schedule.
5. For any work to take place before or after Normal Working Hours, during weekends, or on national or City holidays, Contractors must have approval of the Authority having Jurisdiction and request in writing the Owner's approval a minimum of 72 hours in advance. This time limit shall not apply to unforeseeable instances when a particular operation must be performed in a continuous sequence that extends beyond the Normal Working Hours, but the Owner's Representative shall be notified immediately of such instances.
6. Contractors shall use overtime, premium time, and/or multiple-shift time as is necessary to meet the Project requirements. This includes any costs associated with requirements to meet the contract schedule; work in an Occupied Building; schedule work so as not to disrupt the tenants; and any other requirement set forth in the Contract Documents.
7. The need to perform work before or after Normal Working Hours, on weekends, and/or on holidays shall not be considered cause for an extension of Contract Time, or additional costs or a delay claim by a Contractor.
8. Failure by the Owner to approve a Contractor's request to perform Work before or after Normal Working Hours, on weekends, and/or on holidays shall not be considered cause for an extension of Contract Time or a delay claim by the Contractor.
9. Denial by the Owner of a Contractor's request to perform Work before or after Normal Working Hours, on weekends, and/or on holidays shall not be considered cause for an extension of Contract Time or a delay claim by the Contractor.
10. Hours for Utility Shutdowns: Utility shutdowns shall be coordinated with the Owner's schedule and shall include all costs in the Contractor's bid amount.
11. Comply with all regulations of governing authorities having jurisdiction relative to traffic, safety, erosion, noise, pollution control, and other matters of public concern and safety.
12. Limit use of the premises to the areas identified on the contract documents. Do not disturb or use portions of the site beyond the locations shown and scheduled except as required for approved means of egress.
13. Ensure that construction activities and operations do not unnecessarily impact upon or distract the building's occupants, visitors or the public. Control dust, noise and visual distraction.

C. Existing Utility Interruptions: Contractor is responsible to coordinate with Utility companies, agencies, etc. prior to starting work.

D. Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify **Owner/CM** not less than **five** days in advance of proposed utility interruptions.

2. Obtain **Owner's/CM** written permission before proceeding with utility interruptions.

E. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner. Provide necessary exhaust fans, protection, etc.

1. Notify **Owner/CM** not less than **five** days in advance of proposed disruptive operations.
2. Obtain **Owner's/CM** written permission before proceeding with disruptive operations.

F. Controlled Substances: Use of tobacco products and other controlled substances **on Project site** is not permitted.

1.10 The Milestone Schedule for this project is as follows:

1. Notice to Proceed (NTP) – Wednesday, May 20, 2026 (on or about)
2. Substantial Completion – 195 Calendar Days from NTP
3. Final Completion/Close Out – 15 Calendar days after Substantial Completion

LIQUIDATED DAMAGES: Contractor agrees, if awarded the Contract, that $2,500.00 per day for each calendar day beyond milestone dates as set forth in the schedule provided here will be paid to the Owner for liquidated damages. In the event the actual damages exceed $2,500.00 per day, the Contractor will be responsible to pay the owner for any and all additional damages above and beyond the $2,500.00 per day.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

1. Include, as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation, whether or not indicated as part of alternate.

B. Execute accepted alternates under the same conditions as other Work of the Contract.

C. Schedule: A Part 3 "Schedule of Alternates" Article is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1: Asphalt Paving

1. Alternate: Mill & Overlay asphalt paving in accordance with
   a. Specification 321216
   b. Drawings C-100, C-101, C-200, C-201, C-600

END OF SECTION 012300

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Requirements:
1. Section 012300 "Alternates" for products selected under an alternate.
2. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use **CSI Form 13.1A**.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific

features and requirements indicated. Indicate deviations, if any, from the Work specified.

d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. Certificates and qualification data, where applicable or requested.
g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
i. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
j. Cost information, including a proposal of change, if any, in the Contract Sum.
k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within **seven** days of receipt of a request for substitution. Architect will notify Contractor **of** acceptance or rejection of proposed substitution within **15** days of receipt of request, or **seven** days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

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

1.6 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than **15** days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
b. Substitution request is fully documented and properly submitted.
c. Requested substitution will not adversely affect Contractor's construction schedule.
d. Requested substitution has received necessary approvals of authorities having jurisdiction.
e. Requested substitution is compatible with other portions of the Work.
f. Requested substitution has been coordinated with other portions of the Work.
g. Requested substitution provides specified warranty.
h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Not allowed **unless otherwise indicated**.

C. Substitutions for Convenience: Architect will consider requests for substitution if received within **15** days after **the Notice to Proceed**. Requests received after that time may be considered or rejected at discretion of Architect.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
b. Requested substitution does not require extensive revisions to the Contract Documents.
c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
d. Substitution request is fully documented and properly submitted.
e. Requested substitution will not adversely affect Contractor's construction schedule.
f. Requested substitution has received necessary approvals of authorities having jurisdiction.
g. Requested substitution is compatible with other portions of the Work.
h. Requested substitution has been coordinated with other portions of the Work.
i. Requested substitution provides specified warranty.
j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Related Requirements:

1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
2. Within 10 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

    a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    c. Include costs of labor and supervision directly attributable to the change.
    d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
    e. Quotation Form: Use forms acceptable to Architect and Construction Manager.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to the Construction Manager.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use form acceptable to Construction Manager.

1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Changes Proposal Request, the Construction Manager will issue a Change Order for signatures of Owner, Architect, Construction Manager and Contractor on AIA Document G731 - 2019.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements:
   1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
   2. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

   1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:

      a. Application for Payment forms with continuation sheets.
      b. Submittal schedule.
      c. Items required to be indicated as separate activities in Contractor's construction schedule.

   2. Submit the schedule of values to Architect through Construction Manager at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

   1. Identification: Include the following Project identification on the schedule of values:

a. Project name and location.
b. Name of Architect.
c. Architect's project number.
d. Contractor's name and address.
e. Date of submittal.

2. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:

a. Related Specification Section or Division.
b. Description of the Work.
c. Name of subcontractor.
d. Name of manufacturer or fabricator.
e. Name of supplier.
f. Change Orders (numbers) that affect value.
g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

1) Labor.
2) Materials.
3) Equipment.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of **five** percent of the Contract Sum.

4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.

6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.

8. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and Construction Manager and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: Submit Application for Payment to Construction Manager by the 10th day of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

1. Submit draft copy of Application for Payment [**Ten**] days prior to due date for review by the Construction Manager.

C. Application for Payment Forms: Use **AIA Document G732 - 2009** as form for Applications for Payment. Submit form for approval with initial submittal of schedule of values.

D. **Retainage:** Payment under this Contract shall be subject to a retainage of ten percent (**10%**) of the amount due the Contractor until fifty percent (**50%**) of the Work required by the Contract is completed at which time one half of the retainage will be returned to the Contractor if upon written request to the Architect, CM and Owner their approval is granted to this reduction in retainage. After fifty percent (50%) of the Work required by the Contract is completed, the retainage shall be reduced from ten percent (10%) to five percent (5%) of the value of completed work based on monthly progress payment requests. However, in the event a dispute arises between County and the Contractor, which dispute is based upon increased costs claimed by Other Contractors occasioned by delays or other actions of this Contractor, additional retainage in the sum of one and one half (1 ½) 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 furnishes a bond satisfactory to County to indemnify the County against the claim. However, all such monies retained by County may be withheld from the Contractor until Substantial Completion of the Contract.

Upon substantial completion, the retainage may, upon the Architects and Construction Manager's approval, be reduced to 2% of the value of work completed. Final release of retained monies will occur only upon the total completion of all punch list and closeout documentation to the satisfaction of the Architect, County and Construction Manager.

For each day's delay in the Contractor's submission of an application for payment acceptable to the Construction Manager, the Owner may delay one day in making his progress payment.

E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. **Construction Manager** will return incomplete applications without action.

1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:

    a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
    c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

G. Transmittal: Submit electronic signed and notarized copies of each Application for Payment to **Construction Manager** by email ensuring receipt **within 24 hours**. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.

I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule (preliminary if not final).
4. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
5. Products list (preliminary if not final).
6. Submittal schedule (preliminary if not final).
7. List of Contractor's staff assignments.
8. List of Contractor's principal consultants.
9. Copies of building permits.
10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
11. Initial progress report.
12. Report of preconstruction conference.
13. Certificates of insurance and insurance policies.
14. Performance and payment bonds.
15. Data needed to acquire Owner's insurance.

J. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

K. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final liquidated damages settlement statement.

L. Certified Payroll

1. Contractor shall follow the PA Prevailing Wage Act - Dept. of Labor and Industry requirements. Reference Division 00 Section 00 73 44 for Wage Rate Determinations.

2. Contractor shall submit monthly certified payroll report with each Pay Application. Certified payroll shall clearly identify the total hourly rate including the Hourly Wage and Hourly Fringe for each Trade Classification. The total hourly rate on payroll report must be at least equal to the total hourly rate on the PA L & I Determination Sheet for the applicable time period.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General coordination procedures.
2. Coordination drawings.
3. Requests for Information (RFIs).
4. Project meetings.

B. Related Requirements:
1. Section 013213 "Scheduling and Procedures" for preparing and submitting Contractor's construction schedule.
2. Division 01 for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Owner, Construction Manager, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

1.6 COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:

a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
f. Indicate required installation sequences.
g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawing Organization: Organize coordination drawings as follows:

C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
   1. File Submittal Format: Submit or post coordination drawing files using Portable Data File (PDF) format.

1.7 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

   1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
   2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

   1. Project name.
   2. Project number.
   3. Date.
   4. Name of Contractor.
   5. Name of Architect and Construction Manager.
   6. RFI number, numbered sequentially.
   7. RFI subject.
   8. Specification Section number and title and related paragraphs, as appropriate.
   9. Drawing number and detail references, as appropriate.
   10. Field dimensions and conditions, as appropriate.
   11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
   12. Contractor's signature.
   13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

      a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.

   1. Attachments shall be electronic files in Adobe Acrobat PDF format.

D. Contractor shall upload RFIs to Procore Construction Management Software for review and response. Access will be provided by the Construction Manager.

E. Architect's Action: Architect and Construction Manager will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect or Construction Manager after 1:00 p.m. will be considered as received the following working day.

   1. The following Contractor-generated RFIs will be returned without action:

      a. Requests for approval of submittals.

b. Requests for approval of substitutions.
c. Requests for approval of Contractor's means and methods.
d. Requests for coordination information already indicated in the Contract Documents.
e. Requests for adjustments in the Contract Time or the Contract Sum.
f. Requests for interpretation of Architect's actions on submittals.
g. Incomplete RFIs or inaccurately prepared RFIs.

2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."

a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Construction Manager in writing within 10 days of receipt of the RFI response.

F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log bi-weekly. Software log with not less than the following:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect and Construction Manager.
4. RFI number including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's and Construction Manager's response was received.

G. On receipt of Architect's and Construction Manager's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect and Construction Manager within seven days if Contractor disagrees with response.

1.8 PROJECT MEETINGS

A. General: Construction Manager will schedule and conduct meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, Construction Manager, and Architect, within three days of the meeting.

B. Preconstruction Conference: Construction Manager will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.

C. Progress Meetings: Construction Manager will conduct progress meetings at biweekly intervals.
1. Attendees: In addition to representatives of Owner, Construction Manager, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be

represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

    a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

        1) Review schedule for next period.

    b. Review present and future needs of each entity present, including the following:

        1) Interface requirements.
        2) Sequence of operations.

3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

    a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 01 32 13 - SCHEDULING AND PROCEDURES

PART 1 - GENERAL

1.01 GENERAL

A. The General Contractor, Prime Contract #1, shall prepare a Critical Path Method (CPM) construction schedule showing a detailed breakdown of the work activities, dates for start and completion of those activities, delivery of major components and lengths of time required to complete each activity. Construction Schedule shall be prepared utilizing “Primavera P6 for Construction” or the current version. The Prime Contract # 1 Contractor shall include all the activities of the other four (4) Prime Contractors and incorporate their durations into the Master Schedule.

1. The CPM schedule shall be reviewed and commented on by the Architect, Owner and CM. The contractor shall make all requested changes until a schedule is received that is acceptable to the construction manager.
2. Schedule shall be submitted to the CM in Primavera format.
3. With approval by the Architect, CM and Owner, the Contractor will sign-off on the Master Baseline CPM Schedule.

B. After acceptance of Contractor's Construction Schedule by the Construction Manager, the Contractor shall be responsible for ensuring that it is adhered to, and for ascertaining that proper coordination and time schedules are maintained between all the Subcontractors and various portions of the work.

C. The Construction Manager’s review and acceptance of Contractor's Construction Schedule is for conformance to the requirements of the Contract Documents only. Review and acceptance by the Construction Manager of Contractor's Construction Schedule does not relieve Contractor of his responsibility whatsoever for the accuracy or responsibility of Contractor's Construction Schedule, or of Contractor’s ability to meet the interim milestone date(s) and the Contract Completion Date, nor does such review and acceptance expressly or implicitly warrant, acknowledge or admit the reasonableness of the logic, durations, manpower, cost or equipment loading of Contractor's Construction Schedule.

D. Each submittal of an update to Contractor's Construction Schedule shall include a compact disc containing Contractor's Construction Schedule and all related files generated by the “Primavera P6 for Construction” backup utility.

E. The Contractor's Construction Schedule shall be updated monthly reflecting progress through the end of the month as agreed upon during the schedule meetings. Updates shall be submitted by the 5th workday of the following month. Invoices will not be processed for payment until the monthly progress updates of Contractor's Construction Schedule are submitted and accepted. The Primes and all Subcontractors shall contribute any information required to assist in the monthly updates prepared by the General Construction / Demolition Contractor.

1.02 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. The Contractor’s Construction Schedule shall cover the complete work effort, material and equipment purchases and deliveries required to execute the contract. This schedule, after approval by the Construction Manager, will become the official schedule. Contractor shall follow the approved schedule unless prior written approval to deviate from the approved schedule has been obtained from the Construction Manager.

B. The Construction Schedule shall identify all significant work tasks required in the performance of the Contract, and includes, but is not limited to, the following:

1. Mobilization.
2. Procurement, inspection, and delivery of major or critical materials and equipment.
3. Shop drawings and submittals.
4. Access to site.
5. Major elements of the work for each segment of the structure.

6. Milestones required in the Contract Documents or requested by the Construction Manager.
7. Major testing and inspection.
8. Punchlist and cleanup.
9. Demobilization

C. Contractor's schedule shall contain sufficient activity detail to adequately manage the project, as well as cost and resource loading, to furnish viable back-up for monthly payment applications.

D. Contractor's schedule shall include activities for Shop drawings, Construction drawings and sample submittal dates, Architect review and dates for required A/E/CM acceptances. Contractor should schedule three weeks for A/E/CM review of submittals.

E. Each sheet shall contain a revision box in the lower right hand corner of the footer. The box will indicate the revision number and date of issue for the Baseline Schedule and all subsequent updates.

F. All activities except non-construction activities such as long lead procurement of materials, fabrication and delivery should have maximum Original Duration of 20 work days.

G. All activities are to be resource-loaded in man-hours, units and durations.

H. All activities will be cost loaded including all materials purchased and equipment used. Indirect charges including general and administrative expenses, overhead and profit should be spread over the activities. The total dollar amount of all activities in Contractor's Construction Schedule shall not exceed the total Contract amount, as may be revised by approved Change Orders/Modifications.

I. Contractor's Construction Schedule shall show activity numbers, early and late starts, early and late finishes, as well as total float for each activity.

J. Dummies and constraints should not be used to hold activities in place. Relationships between schedule activities (logic) should be used rather than constraints.

K. Critical path activities are to be differentiated from all other activities by displaying them in red.

L. All activities must have a brief description to convey scope of work and location where occurring (log records for description shall be used when requested by the Construction Manager for selected activities). Unusual abbreviations shall be not be used.

M. Major Contract Milestones: The Contractor's Construction Schedule shall indicate all Construction Manager imposed milestones required pursuant to the General Provisions in calendar days after Contract award. If additional interim milestones are required to meet any conditions affecting the Work that are included elsewhere in the Project specifications, these activities and their associated interim milestones shall be included as part of the Contractor's Construction Schedule and shall be stated in calendar days after Notice to Proceed.

1.03 CONTRACTOR SCHEDULE UPDATES AND REPORTING

A. The Construction Schedule shall be used by the Contractors and the Construction Manager for:
   1. Job planning and control.
   2. Progress reporting and forecasting.
   3. Basis for evaluating changes and claims.
   4. Invoice support.
   5. Interfacing with other contractors, subcontractors.

B. Activity codes shall designate area/location, subcontractor, and other third parties. Additional activity codes will be added at the request of the Construction Manager in order to allow filtering of activities consistent with CM or Client requests.

C. Provide supplemental sub-schedules if areas of the work require additional or more detailed coordination. Holiday schedules are required on critical weekends where coordination is required between Contractor and Owner activities.

D. Schedule Meetings will be held with the Construction Manager to discuss Contractor's Construction Schedule, as deemed necessary, usually on a bi-weekly basis, but not less frequently than monthly. The Schedule Meeting will generally be held as part of a regularly scheduled Progress Meeting

E. The General / Demolition and Hazmat Contractor shall submit a Two-Week Look Ahead Schedule. This schedule shall include one week of actual information and a two-week "look ahead" and shall be consistent with the sequence of activities contained in Contractor's Construction Schedule at a level of detail equal to or greater than that in Contractor's Construction Schedule. Contractor shall identify all activities requiring road closings, power outages, etc. The Two-Week Look Ahead Schedule shall be submitted to the Construction Manager on a bi-weekly basis, commencing with the approval of Contractor's Construction Schedule.

F. The General Contractor shall update the Construction Schedule once each calendar month. Revisions to the schedule shall be subject to approval by the Construction Manager. The activities shall include a status by percentage complete through the end of the month. This status shall be submitted to the Construction Manager for review by the end of the month. Contractor shall attend a Construction Manager Progress Payment Meeting to review with Contractor and subcontractor(s) the submitted progress. Upon approval of the final progress percentages, Contractor shall submit a status schedule by the fifth working day of the following month. Invoices shall also be based on the approved progress.

G. Activity delays and contract changes shall not automatically mean that an extension of the Contract Completion Date is warranted or due Contractor. A Contract Modification or delay may not affect existing critical activities or cause non-critical activities to become critical. A Contract Modification or delay may result in only absorbing a part of the available total float that may exist within an activity chain on the Network, thereby not causing any effect on any interim milestone date or the Contract Completion Date.

H. Total float is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, for each and every activity in the schedule. Extensions of time to interim milestone dates or the Contract Completion Date under the Contract will be granted only to the extent that the equitable time adjustments to the activity or activities affected by the Contract Modification or delay exceeds the total float of the affected activity or subsequent paths and extends any interim milestone date or the Contract Completion Date. The float is owned by the project. Any claims for float will be rejected.

I. Time Impact Analyses for Changes, Delays, and Time Extensions: When change orders are initiated, delays are experienced, or Contractor, in accordance with the provisions of the Contract, desires to revise the logic, Contractor shall submit to the Construction Manager a written Time Impact Analysis that shall include a "fragnet" (network analysis) demonstrating how Contractor proposes to incorporate the change order, delay or Contractor request into the Detailed Network Diagram. The analysis shall demonstrate the time impact based on the date the change is given to Contractor, the status of construction at that point in time; and the event time computation of all affected activities. The event times used in the analysis shall be those included in the latest updated copy of Contractor's Construction Schedule or as adjusted by mutual agreement.

J. J. RECOVERY SCHEDULE

A. If the Contractor fails to achieve the planned progress, as indicated in the approved, or updated Detailed CPM Construction Schedule and/or the Contractor's lack of progress delays the Critical Path and/or an intermediate contract milestone, the Contractor will submit to the Construction Manager, at no cost to the owner, a proposed Recovery Schedule for approval, indicating how the Contractor will recover the time.

B. If the Contractor fails to submit a Recovery Schedule and/or fails to cooperate with the recovery process, the Construction Manager can immediately order the Contractor to accelerate completion of the late activities by whatever means necessary, including additional personnel, equipment, overtime, double shifts without any additional cost to the Owner. The Owner / Construction Manager can withhold future progress payments until the Contractor's progress is in compliance with the contract schedule.

END OF SECTION 01 32 13

SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Preconstruction photographs.
2. Periodic construction photographs.
3. Final completion construction photographs.

B. Related Requirements:

1. Section 012200 "Unit Prices" for procedures for unit prices for extra photographs.
2. Section 013300 "Submittal Procedures" for submitting photographic documentation.
3. Section 017700 "Closeout Procedures" for submitting photographic documentation as project record documents at Project closeout.
4. Section 311000 "Site Clearing" for photographic documentation before site clearing operations commence.

1.3 INFORMATIONAL SUBMITTALS

A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.

B. Digital Photographs: Submit image files within three days of taking photographs.

1. Digital Camera: Minimum sensor resolution of 8 megapixels.
2. Format: Minimum 3200 by 2400 pixels, in unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph, accompanied by key plan file.
3. Identification: Provide the following information with each image description in file metadata tag:

a. Name of Project.
b. Name and contact information for photographer.
c. Name of Landscape Architect and Construction Manager.
d. Name of Contractor.
e. Date photograph was taken.
f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
g. Unique sequential identifier keyed to accompanying key plan.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 8megapixels, and at an image resolution of not less than 3200 by 2400pixels.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.

1. Maintain key plan with each set of construction photographs that identifies each photographic location.

B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

1. Date and Time: Include date and time in file name for each image.

C. Preconstruction Photographs: Before commencement of any work, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Construction Manager.
1. Take 20 photographs to show existing conditions adjacent to property before starting the Work.
2. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
3. Equipment Specific: Mechanical Pumps and Water Source Heat Pumps – Contractor shall take photos and document existing make /model/nameplates, etc.

D. Periodic Construction Photographs: Take 20 photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

E. Construction Manager-Directed Construction Photographs: From time to time, Construction Manager will instruct photographer about number and frequency of photographs and general directions on vantage points. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.

END OF SECTION 013233

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Requirements:

1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
2. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
3. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
4. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's and Construction Manager's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's and Construction Manager's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals within **15 Days of Notice To Proceed**, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and Construction Manager and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 30 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.

3. ALL submittals submissions are due within **45 Calendar Days from NTP.**

4. Long Lead Submittals – Contractor shall identify long lead submittals within 15 Days from NTP and submit within 30 days.

5. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.

    a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

6. Format: Arrange the following information in a tabular format:

    a. Scheduled date for first submittal.
    b. Specification Section number and title.
    c. Submittal category: Action; informational.
    d. Name of subcontractor.
    e. Description of the Work covered.
    f. Scheduled date for Landscape Architect's and Construction Manager's final release or approval.
    g. Scheduled date of fabrication.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will[not] be provided by Landscape Architect for Contractor's use in preparing submittals.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

    a. Architect and Construction Manager reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Landscape Architect's and Construction Manager's receipt

of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect and/or Construction Manager will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 10 days for review of each resubmittal.
4. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15days for review of each submittal. Submittal will be returned to Construction Manager, through Architect, before being returned to Contractor.

D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.

    a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).

3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect and Construction Manager.
4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:

    a. Project name.
    b. Date.
    c. Name and address of Landscape Architect.
    d. Name of Construction Manager.
    e. Name of Contractor.
    f. Name of firm or entity that prepared submittal.
    g. Names of subcontractor, manufacturer, and supplier.
    h. Category and type of submittal.
    i. Submittal purpose and description.
    j. Specification Section number and title.
    k. Specification paragraph number or drawing designation and generic name for each of multiple items.
    l. Drawing number and detail references, as appropriate.
    m. Location(s) where product is to be installed, as appropriate.
    n. Related physical samples submitted directly.
    o. Indication of full or partial submittal.
    p. Transmittal number, numbered consecutively.
    q. Submittal and transmittal distribution record.
    r. Other necessary identification.
    s. Remarks.

E. Options: Identify options requiring selection by Architect.

F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect and Construction Manager on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Architect's and Construction Manager's action stamp.

H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's and Construction Manager's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Submit electronic submittals via Procore Construction Management Software (ProCore). Access will be provided by Construction Manager.

    a. Architect, through Construction Manager, will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

    a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

    a. Manufacturer's catalog cuts.
    b. Manufacturer's product specifications.
    c. Standard color charts.
    d. Statement of compliance with specified referenced standards.

e. Testing by recognized testing agency.
f. Application of testing agency labels and seals.
g. Notation of coordination requirements.
h. Availability and delivery time information.

4. Submit Product Data before or concurrent with Samples.
5. Submit Product Data in the following format:

a. PDF electronic file.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

a. Identification of products.
b. Schedules.
c. Compliance with specified standards.
d. Notation of coordination requirements.
e. Notation of dimensions established by field measurement.
f. Relationship and attachment to adjoining construction clearly indicated.
g. Seal and signature of professional engineer if specified.

2. Submit Shop Drawings in the following format:

a. PDF electronic file.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:

a. Generic description of Sample.
b. Product name and name of manufacturer.
c. Sample source.
d. Number and title of applicable Specification Section.
e. Specification paragraph number and generic name of each item.

3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's

product line. Architect, through Construction Manager, will return submittal with options selected.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

    a. Number of Samples: Submit three sets of Samples. Architect and Construction Manager will retain two Sample sets; remainder will be returned

        1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
        2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

E. Coordination Drawing Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."

F. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."

G. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."

H. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."

I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."

J. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."

K. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

L. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

M. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

N. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

O. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

P. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

Q. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

R. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

S. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

T. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

U. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect and Construction Manager.

B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:
1. Reviewed, No Exception Taken
2. Rejected.
3. Not Required for Review.
4. Furnish as Corrected.
5. Revise and Resubmit.
6. Submit Specified Item.

B. Informational Submittals: Architect and Construction Manager will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect and Construction Manager will forward each submittal to appropriate party.

C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect and Construction Manager.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, Construction Manager, or authorities having jurisdiction are not limited by provisions of this Section.
4. Specific test and inspection requirements are not specified in this Section.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect or Construction Manager.

C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
1. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.

D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

1.4 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Qualification Data : For Contractor's quality-control personnel.

C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:

1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect.
2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Architect.

D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Entity responsible for performing tests and inspections.
3. Description of test and inspection.
4. Identification of applicable standards.
5. Identification of test and inspection methods.
6. Number of tests and inspections required.
7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

1.6 CONTRACTOR'S QUALITY-CONTROL PLAN

A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.

B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.

1. Project quality-control manager may also serve as Project superintendent.

C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:

1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
3. Owner-performed tests and inspections indicated in the Contract Documents, including tests and inspections indicated to be performed by the Commissioning Authority.

E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective.

Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.7 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.8 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329 and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, through Construction Manager, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect or Construction Manager.
2. Notify Architect and Construction Manager seven days in advance of dates and times when mockups will be constructed.
3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
4. Demonstrate the proposed range of aesthetic effects and workmanship.
5. Obtain Architect'[and Construction Manager's approval of mockups before starting work, fabrication, or construction.

    a. Allow seven days for initial review and each re-review of each mockup.

6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
7. Demolish and remove mockups when directed unless otherwise indicated.

1.9 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

    a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."

D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

F. Testing Agency Responsibilities: Cooperate with Architect, Construction Manager, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect, Construction Manager, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-

control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.

1. Distribution: Distribute schedule to Owner, Architect, Construction Manager, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's, and Construction Manager's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 01 4100 CODES, REGULATIONS AND STANDARDS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section describes each the Contractor's responsibilities regarding codes, regulations and standards included in the Contract Documents by reference.

1.3 APPLICABLE CODES AND REGULATIONS

A. The Work shall comply with all applicable codes, regulations and standards, including but not limited to all City of Philadelphia building codes, other codes and regulations.

B. It is not the intent of the Contract Documents to conflict with any Code or Regulation. Report any conflicts to the Architect for clarification.

1.4 REFERENCED STANDARDS

A. For products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes or intended use.

B. The referenced standards shall have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

C. Should referenced standards conflict with the Contract Documents, request clarification from the Architect before proceeding, but generally the more stringent requirement shall apply.

D. In the absence of specific instructions in the specifications, materials, products, equipment, and their installation shall conform to the applicable codes, regulations and standards.

E. The contractual relationship of the parties to the Contract shall not be altered from what is indicated in the Contract Documents by mention or inference otherwise in any referenced document.

F. Dates of standards specifically referenced in the Specifications shall be as indicated in the Specifications or if not indicated shall be the latest date prior to the date of issue of the Contract Documents. In cases where standards specifically referenced in the Specifications have been subsequently modified or replaced by the applicable codes and their supplements and amendments adopted by the authorities having jurisdiction, request clarification from the Architect before proceeding,

G. Each entity engaged in construction of the Project shall be familiar with industry standards applicable to its construction activity. If unfamiliar, obtain copies and review with all workers.

Obtain copies of standards when required by individual specification sections. Maintain copies at job site until Substantial Completion.

1.5 ASSOCIATIONS, INSTITUTIONS AND SOCIETIES

A. Associations, Institutions, and Societies and their abbreviations if any, appearing in the Specifications or elsewhere in the Contract Documents, shall be as generally recognized in the industry. Refer to the “Encyclopedia of Associations” published by Gale Research Company for abbreviations, addresses and phone numbers.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 015000 –TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. This Section describes Prime Contractor's construction facilities and services required for performance of the Work but not a permanent part of the finished construction. Included are temporary utilities, temporary construction and support facilities and security and protection services.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Applicable provisions of Bidding Requirements, Contract Requirements in Division 0 and all applicable Division 1 sections.

B. Environmental Controls: Division 1.

1.3 SUBMITTALS

A. Submit reports of tests, inspection, meter readings and similar procedures performed on temporary utilities.

1.4 INSPECTION

A. Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certificates and permits.

PART 2 - PRODUCTS

2.1 TEMPORARY MATERIALS

A. Materials may be new or used, but must be adequate in capacity for the required usage and must not violate requirements of applicable codes and standards. Generally, temporary materials shall comply with related specification sections for materials to be incorporated into final work.

B. Contractor is responsible for providing dumpsters for trash removal. Coordinate staging location with Owner and CM.

PART 3 - EXECUTION

3.1 TEMPORARY WATER

A. Temporary water will be made available by the Owner upon request. Contractor is responsible for running enough hose and/or pipe to facilitate their work. Contractor is responsible to provide supplemental water supply if it is found that the onsite supply is insufficient. The Contractor will not be charged for water usage as long as it is not wasted or misused as determined by the CM.

B. Contractor is responsible for provide drinking water, paper cups, and waste receptacles for personnel including cost.

3.2 TEMPORARY ELECTRICITY

A. Provide electrical service adequate for work of all trades, and terminate in fused safety switch and circuit breaker distribution panels.

B. For welding at site or electrical requirements beyond the capacity of temporary system, supply generator, fuel, maintenance, and other incidentals required.

C. Existing 110V Receptacles may be utilized.

3.3 TEMPORARY LIGHTING

A. Provide temporary lighting required for construction operations

B. Provide temporary lighting for exterior staging and storage areas for security purposes.

E. Permanent building/street lighting may be utilized during construction.

3.4 TEMPORARY TELEPHONE

A. RTMC telephones on-site may not be used by Contractors.

3.5 SANITARY FACILITIES

A. Enforce use of sanitary facilities. Evidence to the contrary shall require removal, disinfecting, and reconstruction of defaced work.

B. The use of the Owner's toilet facilities by construction personnel will be permitted.

3.6 FIRE PROTECTION

A. Provide temporary fire protection and portable fire extinguishers according to law.

3.7 CONSTRUCTION AIDS

A. Provide construction aids required for execution of the work, including scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes, and other facilities and equipment.

B. Provide and operate drainage and pumping equipment; maintain excavations and site free of standing water except designated ponds. Coordinate with Division 2.

3.8 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas to allow for RTMC's use of site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

3.9 FENCING

A. Construction – Contractor's option.

3.10 EXTERIOR ENCLOSURES

A. Provide temporary weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

B. Provide temporary tarps or other protection to roofs made open to weather by construction operations.

3.11 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification sections.

B. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

C. Protect finished paving, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by covering with durable sheet materials.

D. 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.

3.12 SITE SECURITY

A. The RTMC assumes no responsibility for loss, theft, or damage to the work, tools, equipment, and construction. In the instance of any such loss, theft, or damage, the Contractor shall be responsible to renew, restore, or remedy the work, tools, equipment, and construction in accordance with requirements of the Contract Documents without additional cost to the RTMC.

B. RTM will provide access during work hours and secure the building at the end of each work shift.

C. Site parked equipment, operable machinery, and hazardous parts of the new construction subject to mischief and accidental operation, shall be inaccessible, locked, or otherwise made inoperable when left unattended.

D. Liability - The RTMC is not responsible for damage, liability, theft, casualty, or other hazard to the automobiles or other vehicles, nor to injury including death to occupants of automobiles or other vehicles on the RTMC 's property. Provide signs to this effect in the designated parking area.

3.13 PARKING AREAS

B. Parking Areas

1. **There is no parking available at the Site. Contractor is responsible for the coordination of parking of its employees.**

3.16 TERMINATION AND REMOVAL

A. Remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, but no later than Substantial Completion. Complete or restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.

3.17 NOISE, VIBRATION, AND ODORS:

A. Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

B. Notify Owner’s Representative and Architect in writing not less than two days in advance of proposed disruptive operations.

C. Obtain Owner’s Representative and Architect’s written permission before proceeding with disruptive operations.

D. Nonsmoking Building: Smoking is not permitted on the scaffold or within 25 feet (8 m) of entrances, operable windows, or outdoor-air intakes. A designated smoking area will be identified by the Owner for the Contractor’s use if requested in writing by the Contractor.

The use of radios playing music are not permitted. Walkie-talkie 2-way radios needed to coordinate the work are permitted.

E. Trash/Construction Debris

1. All materials that are disposed of shall be placed in a dumpster. Failure to place the materials in a dumpster in a timely manner or upon request of the Owner or the city will result in a back charge for the cost of moving the materials to the dumpster.

2. Placing construction debris in any of the Owner’s dumpsters is not allowed.

3. **There is limited space available for the contractor's dumpsters. General Contractor to submit proposed locations for review with the Owner and shall coordinate the locations with the Owner's operations. Placement/emptying dumpsters on the site shall not impact the Owner's operations.**

F. Occupied Building: Contractors shall assume that the building is fully occupied during Normal Working Hours. Each Contractor shall take every reasonable precaution to minimize disruption to the building's occupants and visitors at all times during the Project. Additionally, the following specific restrictions shall be strictly adhered to:

1. Any work to be performed within the interior of the building -- and any work producing, welding flash, potentially hazardous fumes, fumes that irritate occupants or interfere with the occupancy or other materials that would penetrate into interior spaces -- shall be performed before or after Normal Working Hours, on weekends, and/or on holidays, unless the Contractor has requested in writing a specific exception (assuring the Owner that the work will not create any hazard for or disruption of the occupants) and received written approval of the exception from the Owner. Contractor shall not cause fumes, dirt, dust or noise to disrupt the occupants or operations of the building. If Owner, is disrupted for whatever reason, Contractor shall stop Work immediately clean-up, remove the source of the complaint and reschedule the Work so as to eliminate the disruption. All costs associated with this requirement are to be included in the Contractor's Bid.
2. The Contractor and his Sub-Contractors will be allowed by the Owner to use "designated" toilet facilities in the building. If the Contractor and his Sub-Contractors are found to be damaging the toilet facilities, this privilege will be taken away from the Contractor and other provisions will need to be made by the Contractor at no cost to the Owner.
3. All restrictions and constraints indicated in the Contract Documents shall be incorporated into the Construction Schedule to be prepared by the General Contractor. All associated costs shall be included in each Prime Contractor's bid.

PROTECTION OF FACILITIES AND MAINTENANCE OF BUILDING SERVICES

A. The General Contractor shall be responsible for providing the temporary protection measures required for the Project, to protect, throughout the duration of the entire Project, the building occupants, the public, and all elements, surfaces, and contents of the building and Project Site exposed to the construction activities and operations of the Contractors. The required temporary protection measures shall be coordinated with the Owner.

B. The Contractors shall be responsible for containment and proper disposal of paint scrapings and collection and disposal of all debris in accordance with the authorities having jurisdiction and the City of Philadelphia

C. Contractors shall restore all areas impacted by their construction activities and operations to the conditions prior to the impacts. This includes the complete repair of all damage to any element, surface, or contents of the building and Project Site exposed to the construction activities and operations of the Contractors, which repair shall be completed at no additional cost to the Owner and to the Owner's satisfaction.

SPECIFICATION ON SITE STORAGE

Contractor will not be permitted to use on-site storage or laydown areas other than the staging areas as designated by the Owner. The contractor shall adjust their schedule for delivering materials based on the available site storage and laydown areas.

The contractor is responsible for securing their materials.

Do not overload the building structure with stored materials.

- END -

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Requirements:

1. Section 012500 "Substitution Procedures" for requests for substitutions.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor through Construction Manager of approval or rejection of proposed comparable product request within (**15) Fifteen** days of receipt of request, or (7) **Seven** days of receipt of additional information or documentation, whichever is later.

    a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
    b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.

5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:

4. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 01 61 16
VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Requirements for VOC-Content-Restricted products.

1.02 DEFINITIONS

A. VOC-Content-Restricted Products: All products in the following product categories, whether specified or not:
   1. Exterior and interior paints and coatings applied on site.
   2. Exterior and interior adhesives and sealants applied on site.
   3. Other products when specifically stated in the specifications.

B. Interior of Building: Anywhere inside the exterior weather barrier.

C. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including pipe jointing adhesives.

D. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.

1.03 REFERENCE STANDARDS

A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency.

B. ASTM D3960 - Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings.

C. CARB (SCM) - Suggested Control Measure for Architectural Coatings; California Air Resources Board.

D. SCAQMD 1113 - Architectural Coatings.

E. SCAQMD 1168 - Adhesive and Sealant Applications.

1.04 SUBMITTALS

A. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.

1.05 QUALITY ASSURANCE

A. VOC Content Test Method: 40 CFR 59, Subpart D (EPA Method 24), or ASTM D3960, unless otherwise indicated.
   1. Evidence of Compliance: Acceptable types of evidence are:
      a. Report of laboratory testing performed in accordance with requirements.
      b. Published product data showing compliance with requirements.
      c. Certification by manufacturer that product complies with requirements.

B. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

PART 2 PRODUCTS

2.01 MATERIALS

A. All Products: Comply with the most stringent of federal, State, and local requirements, or these specifications.

B. VOC-Content-Restricted Products: VOC content not greater than required by the following:
   1. Adhesives: SCAQMD 1168 Rule.
   2. Joint Sealants: SCAQMD 1168 Rule.
   3. Paints and Coatings: Each color; most stringent of the following:
      a. 40 CFR 59, Subpart D.

b. SCAQMD 1113 Rule.
c. CARB (SCM).

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Owner.

B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

END OF SECTION

SECTION 01 78 23 – OPERATION AND MAINTENANCE DATA

PART 1 – GENERAL

1.01 SCOPE OF WORK

A. All Primes are to provide the following directories and manuals:

1. Operation and maintenance documentation directory.
2. Emergency manuals.
3. Operation manuals for systems, subsystems, and equipment.
4. Product maintenance manuals.
5. Systems and equipment maintenance manuals.

B. Submit Manuals in accordance with requirements for Project Closeout described in specification section 01 70 00.

1.02 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.03 CLOSEOUT SUBMITTALS

A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operations and maintenance manuals in the following format:

1. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves.

C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect will comment on whether general scope and content of manual are acceptable.

D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.

1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.01 OPERATIONS AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data

and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following.

1. List of documents.
2. List of systems.
3. List of equipment.
4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems".

2.02 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization: Unless indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed.

1. Title page.
2. Table of contents.
3. Manual contents

B. Title Page: Include the following information.

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor.
6. Name and contact information for Construction Manager.
7. Name and contact information for Architect.
8. Name and contact information for Commissioning Authority.
9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
10. Cross-reference to related systems in other operation and maintenance manuals

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, binders, in thickness necessary to accommodate contents, sized to hold 8-112-by-11-inch (215-by-280-mm) paper; with clear

plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets. Each Prime is to Provide one (1) Binder for all Operations and Maintenance Manuals.

a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross- reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual .
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts
b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations

2.03 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information.

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria if Contractor has delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following.

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable.

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification

2.04 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component

1. Fire.
2. Flood.
3. Gas leak.
4. Water leak.
5. Power failure.
6. Water outage.
7. System, subsystem, or equipment failure.
8. Chemical release or spill

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of lnstaller, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable:

1. Instructions on stopping.
2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

2.05 PRODUCT MAINENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Product Information: Include the following, as applicable.

1. Product name and model number.

2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. .Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.06 SYSTEM AND EQUIPMENT MAINTENANCE MANUALS

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment.

1. Standard maintenance instructions and bulletins.
2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

D Maintenance Procedures: Include the following information and items that detail essential maintenance procedures.

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers forms for recording maintenance

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts

identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds

PART 3 - EXECUTION

3.01 MANUAL PREPARATION

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated

C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

D. .Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of operation and maintenance manuals.
2. Comply with requirements of newly prepared record Drains in Section 01 78 39

G. Comply with Section 01 70 00 "Contract Closeout" for schedule for submitting operation and maintenance documentation

END OF SECTION 01 78 23

SECTION 01 78 36 - GUARANTEES AND WARRANTIES

PART 1 - GENERAL

1.01 Guarantees and Warranties

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of obligations under requirements of the Contract Documents. At no time are any warranties to be initiated prior to substantial completion of the entire project as determined by the Architect. If equipment and/or systems are utilized for construction such as temporary facilities, and require an extended warranty form the manufacturer, the associated Prime contractor shall pay all associated costs.

Each Prime shall provide standard one (1) year warranty from the time of Substantial Completion

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.

2. Refer to Divisions Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

D. Period for all guarantees and warranties shall commence at date of substantial completion for the entire project, as determined by the Architect, Owner, and Construction Manager.

1. At no time are any warranties to be initiated prior to substantial completion of the entire project as determined by the Architect and the Owner. If equipment and/or systems are utilized for construction such as temporary facilities and require extended warranties, the contractor is to pay any and all associated cost.

E. The contractor's guarantee on all work shall be covered by Maintenance Bond (beginning at Substantial completion) - 10% Maintenance Bond provided with Consolidated Bond Form - One (1) year

F. Submittal Time: Submit written warranties on request of Construction Manager for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

G. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

H. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual. Each Prime to provide one set of Warranty Binders.

1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 by 11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation,

including the name of the product and the name, address, and telephone number of Installer.

3. Identify each binder on the front and spine with the typed title, "Warranties," Project Name, and name of Contractor.
4. Identify Contact Reference, Name, Number, Email for each warranty.

I. Provide additional copies of each warranty to include in operation and maintenance manuals.

1.02 GENERAL CONSTRUCTION

A. Refer to the Technical Specifications for the warranties pertaining to each division.

1.03 STANDARD MANUFACTURER WARRANTIES/GUARANTEES

A. Unless otherwise noted in specifications, contractor shall provide standard of the industry and acceptable warranties/guarantees provided by all manufacturers of products used on this project. Warranties/guarantees shall commence at date of substantial completion for entire project as determined by Architect (Owner), not during and/or upon equipment/systems start-up. Review each Technical Section for other warranty requirements.

END OF SECTION 01 78 36

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Project record documents consisting of:

a. Record drawings (Asbuilts)
b. Record project manual (specifications).

1.02 SUBMITTALS

A. Project Record Documents: Submit after substantial completion, but prior to final completion.

1. Record drawings: Submit in form of opaque prints.

a. Sets shall include all drawings, whether changed or not.

2. Other record documents: Submit originals or good quality photocopies.
3. The Prime Contractors shall prepare record documents for their respective trade, record documents and record drawings.
4. General Contractor shall assembly the complete set of record documents, record drawings (Including certified site survey) and submit to the Architect and the Construction Manager for review and approval.

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

3.01 MAINTENANCE OF PROJECT RECORD DOCUMENTS

A. Do not use record documents of any type for construction purposes.

B. Maintain record documents in a secure location at the site while providing for access by the contractor and the Architect, the County and the Construction Manager during normal working hours; store in a fire-resistive room or container outside of normal working hours.

C. Record information as soon as possible after it is obtained.

D. Assign a person or persons responsible for maintaining record documents.

E. Record the following types of information on all applicable record documents:

1. Dimensional changes.
2. New and revised details.
3. Revisions to electrical circuits.
4. Locations of utilities concealed in construction.
5. Particulars on concealed products which will not be easy to identify later.
6. Changes made by modifications to the contract; note identification numbers if applicable.
7. New information which may be useful to the owner, but which was not shown in either the contract documents or submittals.

3.02 RECORD DRAWINGS

A. Maintain a complete set of opaque prints of the contract drawings, marked to show changes.

B. Where the actual work differs from that shown on the drawings, mark this set to show the actual work.

1. Mark location of concealed items before they are covered by other work.
2. Mark either record contract drawings or shop drawings, whichever are best suited to show the change.

C. When the contractor is required by a provision of a modification to prepare a new drawing, rather than to revise existing drawings, obtain instructions from the architect as to the drawing scale and information required.

D. Keep drawings in labeled, bound sets.

1. Mark with red pencil.
2. Mark work of separate contracts with different colors of pencils.
3. Incorporate new drawings into existing sets, as they are issued.

E. Where record drawings are also required as part of operation and maintenance data submittals, copy marks to another opaque print obtained from the architect.

F. Provide Owner with a single PDF file that contains all drawings in sequential order with a bookmark for each drawing.

3.03 RECORD PROJECT MANUAL

A. Maintain a complete copy of the project manual, marked to show changes.

B. Where the actual work differs from that shown in the project manual, mark the record copy to show the actual work.

1. Include a copy of each addendum and modification to the contract.
2. In addition to the types of information required on all record documents, record the following types of information:

a. Product options taken, when the specification allows more than one.
b. Proprietary name and model number of actual products furnished, for each product, material, and item of equipment specified.
c. Name of the supplier and installer, for each product for which neither a product data submittal nor a maintenance data submittal was specified.

3.04 TRANSMITTAL TO OWNER (through the Construction Manager)

A. Collect, organize, label, and package ready for reference.

1. Bind print sets with durable paper covers.
2. Label each document (and each sheet of drawings) as "Asbuilts”.

B. Submit to the Architect, one (1) set to be reviewed by the Architect and Engineer for approval:

END OF SECTION 01 78 39

SECTION 01 79 00

DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
   1. Demonstration of operation of systems, subsystems, and equipment.
   2. Training in operation and maintenance of systems, subsystems, and equipment.

1.02 INFORMATIONAL SUBMITTALS

A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
   1. Indicate proposed training modules using manufacturer-produced demonstration and training digital video recordings for systems, equipment, and products in lieu of digital video recording of live instructional module.

B. Qualification Data: For facilitator, instructor, and digital videographer.

C. Attendance Record: For each training module, submit list of participants and length of instruction time.

1.03 CLOSEOUT SUBMITTALS

A. Demonstration and Training Digital video Recordings: Submit three copies within 15 days of end of each training module.
   1. Identification: On each copy, provide an applied label with the following information:
      a. Name of Project.
      b. Name and address of digital videographer.
      c. Name of Architect.
      d. Name of Contractor.
      e. Date of digital video recording.
   2. At completion of training, submit complete training manual(s) for Owner's use prepared and bound in format matching operation and maintenance manuals.

1.04 QUALITY ASSURANCE

A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 01 40 00 "Quality Requirements," experienced in operation and maintenance procedures and training.

C. Digital videographer Qualifications: A professional digital videographer who is experienced photographing demonstration and training events similar to those required.

1.05 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.01 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master.

C. Requirements for each Training Module- include instruction for the following as applicable to the system, equipment, or component
   1. Documentation: Review the following items in detail:
      a. Emergency manuals.
      b. Operations manuals.
      c. Maintenance manuals.
      d. Project record documents.
      e. Identification systems.
      f. Warranties and bonds.
      g. Maintenance service agreements and similar continuing commitments.
   2. Emergencies: Include the following, as applicable:
      a. Instructions on meaning of warnings, trouble indications, and error messages.
      b. Instructions on stopping.
      c. Shutdown instructions for each type of emergency.
      d. Operating instructions for conditions outside of normal operating limits.
      e. Sequences for electric or electronic systems.
      f. Special operating instructions and procedures.
   3. Operations: Include the following, as applicable:
      a. Startup procedures.
      b. Equipment or system break-in procedures.
      c. Routine and normal operating instructions.
      d. Regulation and control procedures.
      e. Control sequences.
      f. Safety procedures.
      g. Instructions on stopping.
      h. Normal shutdown instructions.
      i. Operating procedures for emergencies.
      j. Operating procedures for system, subsystem, or equipment failure.
      k. Seasonal and weekend operating instructions.
      l. Required sequences for electric or electronic systems.
      m. Special operating instructions and procedures.

4. Adjustments: Include the following:
   a. Alignments.
   b. Checking adjustments.
   c. Noise and vibration adjustments.
   d. Economy and efficiency adjustments.
5. Troubleshooting: Include the following:
   a. Diagnostic instructions.
   b. Test and inspection procedures.
6. Maintenance: Include the following:
   a. Inspection procedures.
   b. Types of cleaning agents to be used and methods of cleaning.
   c. List of cleaning agents and methods of cleaning detrimental to product.
   d. Procedures for routine cleaning
   e. Procedures for preventive maintenance.
   f. Procedures for routine maintenance.
   g. Instruction on use of special tools.
7. Repairs: Include the following:
   a. Diagnosis instructions.
   b. Repair instructions.
   c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
   d. Instructions for identifying parts and components.
   e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.01 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 01 78 23 "Operation and Maintenance Data."

B. Set up instructional equipment at instruction location.

3.02 INSTRUCTION

A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.

B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
   1. Owner will furnish Contractor with names and positions of participants.

C. Scheduling: Provide instruction at mutually agreed on times by the Owner.
   1. Schedule training with Owner with at least 15 days' advance notice.
   2. Provide 2 – 4 hour sessions for at least 30 Participants for the Maintenance Department.

D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

E. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

3.03 DEMONSTRATION AND TRAINING DIGITAL VIDEO RECORDINGS

A. General: Engage a qualified commercial digital videographer to record demonstration and training digital video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
   1. At beginning of each training module, record each chart containing learning objective and lesson outline.

B. Digital video: Provide minimum 640 x 480 digital video resolution converted to format file type acceptable to Owner, on electronic media.
   1. Electronic Media: Read-only format compact disc acceptable to Owner, with commercial-grade graphic label.
   2. File Hierarchy: Organize folder structure and file locations according to project manual table of contents. Provide complete screen-based menu.
   3. File Names: Utilize file names based upon name of equipment generally described in digital video segment, as identified in Project specifications.
   4. Contractor and Installer Contact File: Using appropriate software, create a file for inclusion on the Equipment Demonstration and Training DVD that describes the following for each Contractor involved on the Project, arranged according to Project table of contents:
      a. Name of Contractor/Installer.
      b. Business address.
      c. Business phone number.
      d. Point of contact.
      e. E-mail address.

C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.
   1. Film training sessions in segments not to exceed 15 minutes.
      a. Produce segments to present a single significant piece of equipment per segment.
      b. Organize segments with multiple pieces of equipment to follow order of Project Manual table of contents.
      c. Where a training session on a particular piece of equipment exceeds 15 minutes, stop filming and pause training session. Begin training session again upon commencement of new filming segment.

D. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.
   1. Furnish additional portable lighting as required.

END OF SECTION