PUBLIC BID PACKAGE
BID NO. 17- 07
REPAIR LINTELS

AT
PPA IMPOUND AND VEHICLE MAINTENANCE FACILITY
PHILADELPHIA, PA  19153

FOR THE
PHILADELPHIA PARKING AUTHORITY
701 Market Street, Suite 5400
Philadelphia, PA  19106
(215) 683-9600

PROJECT MANUAL
Bidding Documents
Divisions 1 through 07

12 May 2017

Carlos Raul Rodríguez Architect

1961 Browning Road
Pennsauken, NJ 08110-2941
(856) 663-0606     (856) 663-3216 FAX
crrarch@verizon.net
SECTION 00 01 02
PROJECT DIRECTORY

OWNER: Philadelphia Parking Authority
701 Market Street, Suite 5400
Philadelphia, PA  19106
(215) 683-9600

PROJECT MANAGER: Chris Perks PE
Philadelphia Parking Authority
701 Market Street, Suite 5400
Philadelphia, PA  19106
(215) 683-9951
cperks@philapark.org

ARCHITECT Carlos Raul Rodríguez AIA CID
Carlos Raul Rodríguez Architect
1961 Browning Road
Pennsauken, NJ 08110-2941
(856) 663-0606
(856) 663-3216 FAX
crrarch@verizon.net

CONTRACTOR: The term Contractor as used herein shall refer to the Prime Contractor and any superintendents, foremen, agents and employees thereof.

END OF SECTION
SECTION 00 01 07
SEALS PAGE

PROJECT MANUAL

REPAIR LINTELS

AT

PPA IMPOUND AND VEHICLE MAINTENANCE FACILITY
PHILADELPHIA, PA 19153

ARCHITECT

__________________________  _______________________
Signature Date

STRUCTURAL ENGINEER

__________________________  _______________________
Signature Date
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<td>LINTEL REPAIR PLAN AND STRUCTURAL NOTES</td>
</tr>
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<td>S2</td>
<td>LINTEL REPAIR DETAILS</td>
</tr>
</tbody>
</table>

**END OF SECTION**
SECTION 00 21 13
INSTRUCTION TO BIDDERS

PART 1 GENERAL

1.01 PHILADELPHIA PARKING AUTHORITY DOCUMENT
   A. The Instructions to Bidders document is attached following this page.

1.02 RELATED REQUIREMENTS
   A. Section 00 40 00 - Bid Form Checklist.
   B. Section 00 41 00 - Bid Form.
   C. Section 00 72 00 - General Conditions of the Contract.
   D. Section 00 73 00 - Supplementary Conditions.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION
SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINITIONS

A. All reference to the term "Bidder" shall mean "Contractor."

B. All reference to the term "Owner" shall mean "The Philadelphia Parking Authority."

C. All reference to the term "Consultant" or "Architect" shall mean Carlos Raul Rodriguez Architect.

ARTICLE 2 - BIDDING CONDITIONS

A. All potential bidders must sign the enclosed statement to acknowledge that they read and understand the project bidding conditions to bid the work for Bid No. 17-07 Repair Lintels at PPA Impound and Vehicle Maintenance Facility, Philadelphia, PA 19153.

B. Sealed bids will be received by Mary Wheeler, Manager of Contract Administration at The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106; until 2:00pm on Friday, 9 June 2017.

C. Each bidder shall submit to the Philadelphia Parking Authority (hereinafter referred to as the Owner) the information and forms required, which forms and information become the property of the Philadelphia Parking Authority and will not be returned to bidders, unless a written request to withdraw is received prior to the opening of bids.

D. At any time up to the hour and date set for opening of bids, a bidder may withdraw her/his bid. Such withdrawal must be in writing and sent to the Philadelphia Parking Authority at the address set forth herein by certified mail, return receipt requested, or delivered in person. Such withdrawal shall be effective only upon receipt by the Philadelphia Parking Authority and will not preclude the submission of another bid by such bidder prior to the hour and date set for the opening of bids. After scheduled time for opening of bids, no bidder will be permitted to withdraw her/his bid, and each bidder hereby agrees that her/his bid shall remain firm until accepted or rejected. A bid made and opened may be withdrawn with the written permission of the Philadelphia Parking Authority, if, in the Philadelphia Parking Authority’s opinion, the bid is inconsistent with the best interest of the Philadelphia Parking Authority.

E. All prices set forth in bids received by the Philadelphia Parking Authority shall remain firm and bidders shall not be allowed to change or alter the prices set forth in their bids prior to the awarding of a Contract.

F. In order for the Bid to be considered by the Philadelphia Parking Authority, bidders shall not take any exceptions to the terms and requirements set forth in the bidding documents.

G. All bids will remain subject to acceptance for sixty (60) days after the day of bid opening, but the Philadelphia Parking Authority may, in its sole discretion, release any bid and return the bid security prior to that date.

H. The submission of a bid will constitute an incontrovertible representation by the bidder that the bidder has complied with the requirements of the Bidding Documents, and that the bid, without exception, is premised upon performing and furnishing the work required by the Contract Documents in such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the construction documents; and that the Contract Documents...
are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

I. The bid shall contain an acknowledgment of receipt of all addenda, which numbers must be filled in on the bid form.

J. All Bids must be submitted to the Philadelphia Parking Authority in six (6) copies.

ARTICLE 3 - CONSIDERATION OF BIDS

A. Bids will be opened publicly, read aloud and recorded.

B. The Philadelphia Parking Authority will award the Contract to the lowest responsive responsible bidder. In qualifying a bidder as responsible, the Philadelphia Parking Authority will consider the bidder's ability to meet the requirements, terms and conditions of the Contract. Bidders will be evaluated on factors including, but not limited to, the bidder's work experience, staffing level and experience, responsiveness, quality and timeliness of past performances with the Philadelphia Parking Authority as well as others, financial capability, reliability and responsibility, compliance with equal employment requirements and anti-discrimination provisions, compliance with wage, hour and other fair labor standards, and integrity of the firm and its key people.

C. Bidders must provide evidence as part of their bids that they are qualified to do business in the Commonwealth of Pennsylvania or covenant to obtain such qualification prior to award of the contract.

D. The Philadelphia Parking Authority reserves the right to waive any irregularities in the completion of the forms and papers enclosed in this schedule, to accept or reject any or all bids, to re-advertise for bids if desired, and to accept the bid which, in the judgment of the Philadelphia Parking Authority, will be in the Philadelphia Parking Authority's best interest.

E. The lowest responsible bid will be determined as the lowest combination of base bid and the Philadelphia Parking Authority accepted alternate(s) as may apply.

F. The Philadelphia Parking Authority reserves the right to reject any or all alternates if desired, and to accept the combination of base bid and alternate(s), which in the sole judgment of the Philadelphia Parking Authority, will be in the Philadelphia Parking Authority's best interest.

G. Any form, which is required to be submitted, is incomplete, conditional, obscure, contains additions not called for and not approved by the Philadelphia Parking Authority, or which contains irregularities of any kind, may be cause for rejection of the bid.

H. The bidder as part of their bid must submit, for the Owner’s review and approval the full list of all contractors, subcontractors, and material suppliers that will be performing work on this project. The Owner reserves the right to reject those contractors, subcontractors, and material suppliers, it deems unsuitable for the Owner’s best interests in the project. Bidder is to replace unsuitable contractors, subcontractors, and material suppliers at no cost to the Owner.

I. In the event of default by a successful bidder, or the bidder's refusal to enter into the Contract with the Philadelphia Parking Authority, the Philadelphia Parking Authority hereby reserves the right to re-bid the Contract or to accept the bid of the next lowest responsible bidder, at the Philadelphia Parking Authority's sole option.

J. No bids will be accepted from or contract awarded to any person, firm or corporation that is in arrears or in default to the Philadelphia Parking Authority upon any debt or contract, or whose insurer or banking institution is in default as surety or otherwise upon any obligation to the
Philadelphia Parking Authority, to faithfully perform any previous contract with the Philadelphia Parking Authority.

K. All requests for information and clarification shall be e-mailed to the attention of Mary Wheeler, Manager of Contract Administration at The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106; mwheeler@philapark.org.

L. No bids will be accepted from or contract awarded to any person, firm or corporation that is banned from performing work for the Philadelphia Parking Authority or federal, state or local public body or that has not been qualified by the Philadelphia Parking Authority to submit a bid for the work.

ARTICLE 4 - SIGNATURES REQUIRED

A. The bid must be signed in ink in all spaces where signatures are required.

B. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of The Philadelphia Parking Authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary.

C. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. Bids by individual must be signed by the Owner and use the term dba (Company Name) or sole Owner.

ARTICLE 5 - PRE-BID CONFERENCE

A. A mandatory Pre-Bid Conference will be held at the project site on Tuesday, 23 May 2017 at 11:00 am.

ARTICLE 6 - TERMS AND CONDITIONS OF THE CONTRACT

A. The Standard AIA Document A101 - 2007, Standard Form of Agreement between Owner and Contractor shall be the contractual form of agreement.


C. In case of contradiction, the more stringent condition, providing the more benefit to the Philadelphia Parking Authority, as determined by the Project Architect, will apply.

ARTICLE 7 - BIDDER QUALIFICATIONS

A. Bidders must attend the mandatory pre-bid meeting held for this bid package.

B. Failure to meet any requirements may result in the bidder being found ineligible to bid on this project. The Owner reserves the right to waive irregularities in the bidding procedures that it deems to be in its own best interests.

ARTICLE 8 - BIDDERS REPRESENTATION

A. It is the responsibility of each bidder prior to submitting a bid to consider federal, state and local laws and regulations that may affect cost, progress, performance or completion of the work.

B. It is the responsibility of each bidder prior to submitting a bid to notify the Philadelphia Parking Authority, to faithfully perform any previous contract with the Philadelphia Parking Authority.
ARTICLE 9 - INTERPRETATION OF DOCUMENTS

A. If any person contemplating submitting a Bid is in doubt as to the true meaning of any part of the Drawings, Specifications, Instructions to Bidders, or other Contract Documents, or finds discrepancies or omissions in the Contract Documents, s/he may submit a request for an interpretation or correction thereof. Every request for such an interpretation shall be made in writing and e-mailed to Mary Wheeler, Manager of Contract Administration at The Philadelphia Parking Authority, mwheeler@philapark.org. The person submitting the request will be responsible for its prompt delivery.

B. Any inquiry received later than Wednesday, 31 May 2017, at 11:00am will not be given consideration.

C. Any interpretation of the documents will be made only by Addendum duly issued and a copy of the Addendum will be e-mailed to each person receiving a set of the Contract Documents and posted to the Authority’s website, www.philapark.org.

ARTICLE 10 - ISSUANCE OF ADDENDA

A. No oral interpretation will be made to any bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing and e-mailed to Mary Wheeler, Manager of Contract Administration at The Philadelphia Parking Authority, mwheeler@philapark.org.

B. Every interpretation made to a bidder will be in the form of an Addendum to the Contract Documents, and when issued will be on file in the office to the Philadelphia Parking Authority and posted to the Authority’s website, www.philapark.org.

C. All Addenda will be e-mailed to each Contractor or organization holding this Bid Package and who has attended the Pre-Bid conference and posted to the Authority’s website, www.philapark.org. But it shall be the bidders’ responsibility to make inquiry as to the Addenda issued.

D. All Addenda issued by the Philadelphia Parking Authority shall become part of the Contract Documents and all bidders shall be bound by such Addenda, whether or not received by them.

ARTICLE 11- BIDS

A. All bids must be submitted on the bid forms included in this Bid Package and shall be subject to all requirements of the Contract Documents, including Drawings and Instructions to Bidders. Six (6) copies of bid forms must be submitted including the original.

B. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidders.

C. Bid Documents shall be enclosed in sealed envelopes clearly labeled with words: "The Philadelphia Parking Authority Bid No. 17-07". Label shall also include the name of the bidder and the date and time of opening.

D. The Philadelphia Parking Authority may consider as irregular any bid on which there is an alteration of or a departure from the Bid Documents hereto required.

E. All bidders must submit the complete set of Bid Documents fully executed by the designated
ARTICLE 12 - UNIT PRICE

A. The unit price for each of the several items in the proposal of each bidder shall include its prorata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid.

B. The unit price included in the bid shall be the same for adding or deleting work. Any bid not conforming to these requirements may be rejected as non-conforming.

ARTICLE 13 - BID SECURITY FOR EXECUTION OF CONTRACT

A. Each bid shall be accompanied by a certified check or bid bond acceptable to the Philadelphia Parking Authority, in an amount equal to at least ten percent (10%) of the amount of the respective bid, payable without condition to the Philadelphia Parking Authority as a guaranty that the Bidder, if awarded the Contract, will promptly execute the Agreement in accordance with the Bid and the other Contract Documents, and will furnish good and sufficient bond for the faithful performance of the same, and for the payment to all persons supplying labor and material for the work.

B. Said bond shall be from a surety company satisfactory to the Philadelphia Parking Authority and qualified to do business in Pennsylvania. The Surety executing the bond must be included in the listing of acceptable sureties contained in Treasury Department Circular 570, as most recently revised, and the amount of the bond must not exceed the underwriting risk of such surety as set forth in said circular or revision thereof. Surety executing the bonds shall have a minimum A.M. Best Rating of A- or higher; VII.

C. The certified check or bid bond of unsuccessful bidders will be returned as soon as practicable after the award of a Contract. Any bidder who withdraws their bid after the bid opening for any reason will be penalized for such withdrawal by the forfeiture of their bid bond, in sole discretion of the Philadelphia Parking Authority.

D. In the event that the successful bidder fails to execute the Contract contained herein, the Philadelphia Parking Authority shall keep and negotiate the certified check or bid bond as liquidated damages for the breach occasioned by the successful bidder thus failing to execute the Contract and the Philadelphia Parking Authority may then enter into a contract with the next lowest responsible bidder.

ARTICLE 14 - PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

A. The successful Bidder, prior to the commencement of work under the contract, will be required to furnish a faithful Performance Bond in an amount equal to one hundred percent (100%) of the Contract Amount and a Labor and Material Payment Bond equal to one hundred percent (100%) of the Contract Amount; said bonds shall be from a surety company satisfactory to the Philadelphia Parking Authority and qualified to do business in Pennsylvania. The Surety executing the bonds must be included in the listing of acceptable sureties contained in Treasury Department Circular 570, as most recently revised, and the amount of the bond must not exceed the underwriting risk of such surety forth in said circular or revision thereof.
B. The Surety executing the bonds shall have a minimum A.M. Best Rating of "A-"; "Class VII" or higher.

C. Should any surety upon such bonds become unsatisfactory to the Philadelphia Parking Authority, the contractor must promptly furnish such additional security as may be required from time to time to protect the interests of the Philadelphia Parking Authority.

D. Performance Bond and Labor and Material Bonds shall be executed on Standard AIA Document A312 (Version 2010) in accordance with the Terms and Conditions of the Contract Documents. Each set of bonds executed must include a Power of Attorney evidencing to the Philadelphia Parking Authority of the Attorney-In-Fact to execute bonds and the latest statement of assets and liabilities with an authorized signature from Surety Company.

ARTICLE 15 - AFFIDAVIT OF NON-COLLUSION

A. Bidders must submit as part of their bid a fully executed Affidavit of Non-Collusion on the form herein provided, to the effect that s/he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted.

B. Before executing any subcontract, the successful bidder shall submit the name of any proposed subcontractor for prior approval by the Philadelphia Parking Authority, and an Affidavit of Non-Collusion From the subcontractor in the form provided herein.

ARTICLE 16 - PRE-APPROVAL OF MATERIAL SUBSTITUTION

A. This bid requires either use of specified material(s) or pre-approval by the Philadelphia Parking Authority of material(s), which have not been expressly specified in the Specifications.

B. All bidders who intend to use specified material must submit as part of their bid a signed statement to that effect.

C. All bidders, who intend to use material(s) other than specified material(s), must secure pre-approval of the material(s) from the Philadelphia Parking Authority, prior to submitting their bid.

D. Requests for any pre-approval of non-specified material(s) shall be received by the Philadelphia Parking Authority no later than Wednesday, 31 May 2017, at 11:00am. Every request for such pre-approvals shall be made in writing and e-mailed to Mary Wheeler, Manager of Contract Administration at The Philadelphia Parking Authority and mwheeler@philapark.org.

E. Any approval or rejection of material(s) other than specified material(s) will be made only by Addendum duly issued and a copy of the Addendum will be e-mailed to each person or organization holding this Bid Package and posted to the Authority’s website, www.philapark.org.

F. No bids will be accepted from or contract awarded to any person, firm or corporation, which will have failed either to secure pre-approval for any and all materials other than specified materials or to submit a signed statement that they will use specified materials.

ARTICLE 17 - SITE INSPECTION

A. In addition to thoroughly examining and familiarizing themselves with the Drawings, Technical Specifications, and all other contract documents, Bidders must visit the site, prior to submitting their bid, to ascertain existing conditions relating to construction and labor and to ensure that their bid is all-inclusive.
B. All bidders must inform themselves as to the facilities involved, the difficulties and restrictions attending the performance of the contract.

C. A signed statement to that effect must be submitted with the bid. Failure to do so will result in rejection of the bid.

D. The contractor, by the execution of the Contract, shall in no way be relieved of any obligations under it due to his/her failure to thoroughly examine the sites and acquaint himself/herself with the conditions there existing.

E. The Philadelphia Parking Authority will be justified in rejecting any claim based on fact regarding which he/she should have been on notice as a result thereof.

ARTICLE 18 – M-DBE / W-DBE / DS-DBE PARTICIPATION


B. The Philadelphia Parking Authority requires that each bidder submit as a part of its bid either a "Solicitation for Participation and Commitment Form" or a "Request for Waiver / Reduction of Participation Form". The Philadelphia Parking Authority requests that all prospective bidders actively seek qualified M-DBE / W-DBE / DS-DBE Businesses to participate in this bidding opportunity.

C. Copies of the "Solicitation for Participation and Commitment Form" and the "Request for Waiver / Reduction of Participation Form" are included in this Invitation to Bid.

D. Failure to submit a completed "Solicitation for Participation and Commitment Form" or a "Request for Waiver / Reduction of Participation Form" may result in the rejection of a bid.

E. Prime Contractors must submit copies of signed contracts with M-DBE / W-DBE / DS-DBE Businesses to Mary Wheeler, The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, prior to requesting payment for work performed by said businesses. The Philadelphia Parking Authority has established the following participation ranges for this Invitation to Bid:

<table>
<thead>
<tr>
<th>Category</th>
<th>M-DBE</th>
<th>W-DBE</th>
<th>DS-DBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Subcontractors</td>
<td>10%-15%</td>
<td>5%-10%</td>
<td>2%-5%</td>
</tr>
</tbody>
</table>

ARTICLE 19 - PREVAILING WAGES AND BENEFITS

A. Current prevailing wages and benefits for the industry and trade will be paid at all times for the duration of this project. Upon an award, the Prime Contractor is required to obtain current prevailing wage rate determinations applicable to this project (Serial Number # 17-02195) from the PA Department of Labor and Industry Enterprise Portal at:

https://www.dlisecureweb.pa.gov/PrevWage/Pages/Project.aspx?ID=108248&PageType=

ARTICLE 20 - NOTIFICATION OF AWARD OF CONTRACT

A. The Philadelphia Parking Authority will study and evaluate all bids which are received in accordance with the instructions set forth in the Bid Documents and shall award the Contract and notify all bidders of the award of the contract within sixty (60) days of the date set forth for the
opening of the bids. Such notice shall be in writing and mailed to the address furnished by each respective bidder.

ARTICLE 21 - WAIVER OF LIENS

A. Refer to Standard AIA Document A201-2007, Section 2.1.2 for detailed requirements.

ARTICLE 22 - INSURANCE

A. The successful bidder will be required to submit a Sample Certificate of Insurance or Statement of Insurance from their insurance carrier indicating the insurance requirements as outlined in Section 00 73 00 - Supplementary Conditions with their bid.

B. Failure to submit a Sample Certificate of Insurance or Statement of Insurance may result in the rejection of the bid.

ARTICLE 23 - PROPOSED SCHEDULE FORM

Reserved

ARTICLE 24 - ITEMS TO BE SUBMITTED WITH BID:

A. Delivery of six (6) copies of executed Bid Form, Bid No. 17-07 to include the following:

1) Section 00 40 00 - Bid Form Checklist, Bid No. 17-07.

2) Section 00 41 00 - Bid Form, Bid No. 17-07.

3) Acknowledgement of Contract Documents in accordance with Bid Form Section 3.

4) Site Inspection Statement in accordance with Bid Form Section 4.

5) Submission of Bid Security prepared in accordance with Article 13 of the Instructions to Bidders.

6) Submission of Consent of Surety for Performance, Labor and Material Payment Bonds in accordance with Article 14 of the Instructions to Bidders.

7) Acknowledgement of receipt of Addenda in accordance with Bid Form Section 6.

8) Acceptance of Contract Time. Acknowledgement that the Project can be completed in the time frame as stated in the Bid Form and the Agreement Form (See Bid Form, Section 7 and Agreement Form, Article 3).

9) Acknowledgement of Work Conditions in accordance with Bid Form Section 8.

10) Acknowledgement of The Philadelphia Parking Authority's Rights Reserved in accordance with Bid Form Section 10.

11) Proposal Submission Acknowledgement (See Bid Form Section 11.1 or 11.2).

12) Affidavit of Non-Collusion in accordance with Bid Form Section 12.

13) Bidder's Statement for Materials in accordance with Bid Form Section 14.
INSTRUCTIONS TO BIDDERS

12 May 2017             00 21 13 - 9      Bid No. 17-07

14) Schedule for Participation by Businesses Owned by Minorities, Women, Disabled Persons or Disadvantaged Persons (See Section 00 43 40 and Article 18 of this Section).

15) If full compliance for participation with Disadvantaged Business Enterprises cannot be attained submit a Request for Waiver / Reduction of Participation Form (See Section 00 43 45 and Article 18 of this Section).

16) Attach Financial Statements, for the last three (3) years, which have been audited or reviewed by an independent Certified Public Accountant who is not an employee of the Bidder. The Financial Statements shall be attached only to the original copy of the Bid Form or in a separate envelope marked “CONFIDENTIAL”.

17) Sample Certificate of Insurance or Statement of Insurance indicating that insurance requirements can be met in accordance with Section 00 73 00 - Supplementary Conditions.

18) List of subcontractors that Prime Contractor will hire to perform work (See Section 00 43 36).

19) Executed PPA Conflict of Interest Policy Form (See Section 00 45 20).

END OF SECTION
SECTION 00 40 00

BID FORM CHECKLIST

PART 1 GENERAL

1.01 PHILADELPHIA PARKING AUTHORITY DOCUMENT
   A. The required bid form checklist is attached following this page.

1.02 RELATED REQUIREMENTS
   A. Section 00 21 13 - Instructions to Bidders.
   B. Section 00 41 00 - Bid Form.
   C. Section 00 73 00 - Supplementary Conditions.
   D. Section 01 21 00 - Allowances.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION
Construction Type: General Construction

**SECTION 00 40 00**

**BID FORM CHECKLIST**

1. The following proposal is hereby made to:
The Philadelphia Parking Authority
Attention: Mary Wheeler, Manager Contract Administration
701 Market Street, Suite 5400
Philadelphia, PA 19106

2. The following Proposal is hereby made as a “Stipulated Sum Bid No. 17-07” from:
(Bidder)  

(Address)  

(City, State, Zip)  

(Contact Person) (Phone Number)

**SUBMISSION REQUIREMENTS**

**Items are to be submitted with Bid in the following order:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Initial each required entry</th>
</tr>
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<tbody>
<tr>
<td>☐ Bid Form – Fully executed – Section 00 41 00. Thirteen (13) pages including this cover.</td>
<td></td>
</tr>
<tr>
<td>☐ List of Subcontractors and Material Suppliers – Section 00 43 36</td>
<td></td>
</tr>
<tr>
<td>☐ Schedule for Participation by Businesses Owned by Minorities, Women, Disabled Persons or Disadvantaged Persons (See Section 00 43 40 and Article 18 of the Instructions to Bidders).</td>
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<td>☐ If full compliance for participation with Disadvantaged Business Enterprises cannot be attained submit a Request for Waiver / Reduction of Participation Form (See Section 00 43 45 and Article 18 of the Instructions for Bidders)</td>
<td></td>
</tr>
<tr>
<td>☐ PPA Conflict of Interest Policy, fully executed – Section 00 45 20</td>
<td></td>
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<td>☐ Sample Certificate of Insurance or Statement of Insurance indicating that insurance requirements can be met in accordance with Section 00 73 00 - Supplementary Conditions.</td>
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<td></td>
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<tr>
<td>☐ Attach Financial Statements, for the last three (3) years, which have been audited or reviewed by an independent Certified Public Accountant who is not an employee of the Bidder. The Financial Statements shall be attached only to the original copy of the Bid Form or in a separate envelope marked “CONFIDENTIAL”.</td>
<td></td>
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</tbody>
</table>
SECTION 00 41 00
BID FORM

PART 1 GENERAL

1.01 PHILADELPHIA PARKING AUTHORITY DOCUMENT
   A. The required bid form is attached following this page.

1.02 RELATED REQUIREMENTS
   A. Section 00 21 13 - Instructions to Bidders.
   B. Section 00 40 00 - Bid Form Checklist.
   C. Section 00 73 00 - Supplementary Conditions.
   D. Section 01 21 00 - Allowances.

PART 2 PRODUCTS (NOT USED)
PART 3 EXECUTION (NOT USED)

END OF SECTION
PHILADELPHIA PARKING AUTHORITY

Name of Prime Bidder: Repair Lintels at PPA Impound and Vehicle Maintenance Facility
Philadelphia, PA 19153

Construction Type: General Construction

SECTION 00 41 00

BID FORM

1. The following proposal is hereby made to:

The Philadelphia Parking Authority
Attention: Mary Wheeler, Manager Contract Administration
701 Market Street, Suite 5400
Philadelphia, PA 19106


2.1 Base Bid

Pursuant to and in compliance with the Invitation for Bid and the Instruction to Bidders relating thereto, The Undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, facilities, tools and services necessary to perform and complete the whole of the General Construction work described in the Contract Documents for Bid No. 17-07 Repair Lintels at PPA Impound and Vehicle Maintenance Facility, Philadelphia, PA 19153, and all appurtenant work in accordance with the Drawings, Specifications, General and Supplementary Conditions, Special Contract Requirements, and other Contract Documents, and according to any additional explanations that may be furnished by the Philadelphia Parking Authority for the following stipulated amount:

Total Base Bid . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Dollars ($________________________)

Total Amount of Base Bid Written Out ___________________________________________________

2.2 Bid Detail

The Contractor shall supply the following bid detail for purpose of evaluating bids and establishing the schedule of values. All values are for materials, labor and equipment unless noted otherwise, and must equal total base bid amount.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>General Requirements</td>
<td>$______________</td>
</tr>
<tr>
<td>2.</td>
<td>Demolition</td>
<td>$______________</td>
</tr>
<tr>
<td>3.</td>
<td>Lintel Repairs</td>
<td>$______________</td>
</tr>
<tr>
<td>4.</td>
<td>Allowance for Corrective Work</td>
<td>$ 25,000.00</td>
</tr>
</tbody>
</table>

Total Base Bid Amount $ ____________________________

12 May 2017 00 41 00 - 1 Bid No. 17-07
PHILADELPHIA PARKING AUTHORITY

Name of Prime Bidder: Repair Lintels at PPA Impound and Vehicle Maintenance Facility
Philadelphia, PA 19153

Construction Type: General Construction

3. Knowledge of Contract Documents

Bid No. 17-07 Repair Lintels at PPA Impound and Vehicle Maintenance Facility, Philadelphia, PA 19153, including Notice to Bidders, Instructions to Bidders, Affidavit of Non-Collusion, General and Supplementary Conditions of the Contract and Addenda, if any, (hereinafter collectively referred to as the "Bidding Documents") as prepared by the Philadelphia Parking Authority and on file in the office of the Philadelphia Parking Authority at 701 Market Street, Suite 5400, Philadelphia, PA, hereby proposes to complete all work as specified or indicated in the Bidding Documents for the Stipulated Amount and within the Contract Time indicated in this bid.

Authorized Signature

Print Name of Signer

Title of Signer

Date

4. Site Inspection Statement

The Undersigned has visited and examined the site involved to Repair Lintels at PPA Impound and Vehicle Maintenance Facility, Philadelphia, PA 19153, as required in the Instructions to Bidders. As a consequence of this inspection, the undersigned Contractor has knowledge of local conditions and is fully cognizant of the circumstances and conditions that may affect the prosecution and completion of the work and the cost thereof.

The site inspection took place prior to the submission of the bid.

Authorized Signature

Print Name of Signer

Title of Signer

Date of Site Inspection
PHILADELPHIA PARKING AUTHORITY
Name of Prime Bidder: Repair Lintels at PPA Impound and Vehicle Maintenance Facility
Philadelphia, PA 19153

Construction Type: General Construction

5. Execution of Agreement and Furnishing Bonds

Within ten (10) calendar days after receipt of written Notice of Award of Contract, the Contractor agrees to execute and deliver the form of Agreement included as one of the Contract Documents, and to furnish a Performance Bond in an amount equal to 100% of the Contract Amount and a Labor and Material Payment Bond in an amount equal to 100% of the Contract Amount.

Authorized Signature

Print Name of Signer

Title of Signer

Date

6. Addenda

The Undersigned hereby acknowledges receipt of the following Addenda:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Dated</th>
<th>No. of Pages</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. Contract Time

If awarded the Contract, the Undersigned agrees to complete the entire work in Sixty (60) Calendar Days commencing from the date of Notice to Proceed. If the Contractor fails to complete the project in the required time, the Contractor shall pay to the Philadelphia Parking Authority five-hundred dollars ($500.00) per calendar day as damages for delay commencing with the 91st day.

Authorized Signature

Print Name of Signer

Title of Signer

Date
8. **Work Conditions**

The Undersigned is cognizant of the fact that other contractors may be concurrently performing work in the same area and that the Undersigned is responsible for providing at all time full and uninterrupted access to other contractors performing work.

---

Authorized Signature

Print Name of Signer

Title of Signer

Date

9. **Submission of Plans and Schedules**

Within five (5) days after receipt of written Notice of Award of Contract, based upon the Undersigned's knowledge and review of the Contract Documents (as set forth in Paragraph 3) and the Contract Time (as set forth in Paragraph 7), the Undersigned agree to execute and submit to the Philadelphia Parking Authority the following "Plans and Schedules," which shall thereafter constitute Contract Documents:

A. A Construction Management Plan which should include all phasing, scheduling and submissions of all required documents to allow for timely execution of the Contract per the Owner's overall project documents and milestone schedule, and include manpower projection and anticipated schedule of payments for the entire project.

B. A Detailed Project Schedule which should be a complete Critical Path Method schedule indicating all tasks involved in order to complete the project.

C. A Quality Control Plan which should designate the Undersigned's Quality Control Manager, who will be responsible for communicating with Philadelphia Parking Authority and its agents with respect to all quality control issues throughout the project. The contractor must submit the Contractor's Quality Control Plan. The plan must include reference to all over site associations referred to in the Contract Documents as they pertain to Quality Control and pertinent Quality Control forms (example: Welding Certificate and Reference Specifications) in order to execute all work as intended in the Bid Documents.

---

Authorized Signature

Print Name of Signer

Title of Signer

Date
Construction Type: General Construction

10. Authority's Rights Reserved

The Undersigned understands that the Philadelphia Parking Authority reserves the right to withdraw and cancel this Invitation to Bid prior to opening of bids, to reject any or all bids after bids are opened, or to waive any formality or technicality in any Bid; in the best interest of the Philadelphia Parking Authority. Furthermore, the Philadelphia Parking Authority reserves the right to delete portions of any work and award a contract for the remaining balance of work included in the Contract Documents.

Authorized Signature

Print Name of Signer

Title of Signer

Date

11. Proposal Submission Acknowledgement

The above proposal is hereby respectfully submitted by: (Complete Section 11.1 or 11.2).

11.1 If bid is by an individual or partnership, form must be dated and signed here.

Signature of Owner or Partner

Print Name of Signer

Title of Signer

Date

Name of Firm ________________________________________________________________
Street Address ________________________________________________________________
City ______________________________ State _______ Zip ______________
Telephone ______________________________ FAX ______________________________

1 December 2017

Bid No. 17-07
Construction Type: General Construction

11.2 If bid is by a Corporation, form must be dated and signed here by (a) President or Vice President and (b) Secretary, Assistant Secretary, Treasurer or Assistant Treasurer, and (c) a corporate seal must be affixed. If this form is not so signed, a duly certified corporate resolution authorizing form of execution must be attached to this bid.

Signature of President or Vice President                      Signature of Secretary Assistant Secretary, Treasurer or Assistant Treasurer

Name of Signer                                                  Name of Signer

Title of Signer                                                  Title of Signer

Affix Corporate Seal below:                                      Name of Firm

Street Address

City / State /Zip

Date

12. Affidavit of Non-Collusion:

The Contractor, by its Officers and its agents or representatives present at the time of filing of this Bid, being duly sworn on their oaths, deposes and says that such bid is genuine and not collusive or a sham; that such bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or persons, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement, collusion, communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Philadelphia Parking Authority, or any person interested in the proposed contract; and that all statements in said proposal or bid are accurate, true and not misleading.

Authorized Signature

Print Name of Signer

Title of Signer

Date

Subscribed and sworn to before me

this __________________ day of __________________, 2017.

My commission expires on ____________________.
Construction Type: General Construction

13. Bidder's Statement for Materials

13.1. The undersigned acknowledges furnishing and installing the products specified in the Project Manual for each type of work. The undersigned also acknowledges that his proposal is based on the cost of furnishing and installing the named products specified in the Project Manual and based on all materials to be American products made in the United States.

Authorized Signature

Print Name of Signer

Title of Signer

Date

13.2. The undersigned acknowledges that she/he will use the products listed below which s/he certifies are the equal of the named products specified in the Project Manual by the Owner and which he agrees, in accordance with the provisions of the Instructions to Bidders, will be permitted only if each proposed substitution has been approved in writing by the Owner prior to bid. The Owner reserves the sole right to approve original and verifiable quality control and standards of any and all materials used for this project. The undersigned confirms also that his proposal is based on the cost of furnishing and installing said approved products prior to bid as listed below:

Material: __________________________________________________________
As Manufactured by: ________________________________________________
Is Proposed as the Equal of: ________________________________
And Has Been Approved by the Owner and the Architect on Addendum No.: ______________

Material: __________________________________________________________
As Manufactured by: ________________________________________________
Is Proposed as the Equal of: ________________________________
And Has Been Approved by the Owner and the Architect on Addendum No.: ______________

Material: __________________________________________________________
As Manufactured by: ________________________________________________
Is Proposed as the Equal of: ________________________________
And Has Been Approved by the Owner and the Architect on Addendum No.: ______________

Signature of Owner or Partner

Name and Title of Signer

Name of Firm

Date
Construction Type: General Construction

14. Bidder Qualification Form

14.1 Legal Name of Firm or Company

Street Address

City ______________ State __________ Zip __________

Phone Number ______________ Fax Number ______________

Email Address ______________ Website ______________

Contact Person ______________ Mobile Number ______________

14.2 Type of Business: (Check one)

_____ Sole Proprietor

Date Company Started ______________

Name of Owner ______________

Street Address ______________

City ______________ State __________ Zip __________

_____ Partnership (Attach list as needed)

Date of Partnership Agreement ______________

Name of Partners ______________

Street Address ______________

City ______________ State __________ Zip __________

Name of Partner ______________

Street Address ______________

City ______________ State __________ Zip __________

_____ Corporation

Date of Incorporation ______________ State of Incorporation ______________

President ______________

Street Address ______________

City ______________ State __________ Zip __________
PHILADELPHIA PARKING AUTHORITY

Name of Prime Bidder: Repair Lintels at PPA Impound and Vehicle Maintenance Facility
Philadelphia, PA  19153

Construction Type: General Construction

Vice President: ____________________________________________
Street Address: ____________________________________________
City __________________________ State ________ Zip ____________

Secretary: ________________________________________________
Street Address: ____________________________________________
City __________________________ State ________ Zip ____________

Treasurer: ________________________________________________
Street Address: ____________________________________________
City __________________________ State ________ Zip ____________

14.3 Federal Tax Identification Number (EIN): ____________________________

14.4 City Business Tax ID Number: ________________________________

14.5 PA License Number: _________________________________________

14.6 Contractor's License Number: ________________________________

14.7 Number of employees: (Check one)

___ Under 25       ___ Under 50       ___ Under 100       ___ Over 100

14.8 Is your company a certified: (Check one)

___ MBE           ___ WBE           ___ DS-DBE

Certified by: ________________________________________________

14.9 How many years of experience in this type of construction work does your organization have as a Prime Contractor? ____________________________

14.10 On a separate sheet, list up to five similar projects your company has completed as a Prime Contractor in the past five years, giving the name of the project, Owner, Architect, contract amount, date of completion and percentage of the cost of the work performed by your own forces.

14.11 On a separate sheet, list up to five similar projects your company has in progress as a Prime Contractor, giving the name of the project, Owner, Architect, contract amount, percentage complete, scheduled completion date and percentage of the cost of the work performed by your own forces.
PHILADELPHIA PARKING AUTHORITY

Name of Prime Bidder: Repair Lintels at PPA Impound and Vehicle Maintenance Facility
Philadelphia, PA  19153

Construction Type: General Construction

14.12 List Bank Reference.

Bank Name ____________________________________________
Street Address __________________________________________
City ____________________________ State _________ Zip _________
Phone Number ____________________________ Fax Number _________
Contact Person __________________________________________

14.13 List Trade References.

Company Name ____________________________________________
Street Address ____________________________________________
City ____________________________ State _________ Zip _________
Phone Number ____________________________ Fax Number _________
Contact Person __________________________________________

Company Name ____________________________________________
Street Address ____________________________________________
City ____________________________ State _________ Zip _________
Phone Number ____________________________ Fax Number _________
Contact Person __________________________________________

Company Name ____________________________________________
Street Address ____________________________________________
City ____________________________ State _________ Zip _________
Phone Number ____________________________ Fax Number _________
Contact Person __________________________________________

14.14 On a separate sheet, list the equipment available for the performance of work under the proposed contract.
Construction Type: General Construction

14.15 List any Unions that you have agreements with. If none, write “none”.

<table>
<thead>
<tr>
<th>Local Number</th>
<th>Union Name</th>
<th>Agreement Expiration</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td></td>
<td></td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

14.16 If “yes” is checked to any of the following questions, applicable within the past five (5) years, please provide a brief summary and details.

Has your company ever defaulted or been terminated on a contract?

___ Yes  ___ No

Has your company ever had a claim made against it for improper, delayed, or non-compliant work or failure to meet warranty obligations?

___ Yes  ___ No

Has your company or any of its principals ever petitioned for bankruptcy or failed in business?

___ Yes  ___ No

Have any of the Owners, Officers, or Major Stockholders of your company ever been indicted or convicted of any felony or other criminal conduct?

___ Yes  ___ No

Has your company ever been banned or otherwise precluded from pursuing public work or have ever been found to be non-responsive by a public agency?

___ Yes  ___ No

Is your company or any of its Owners, Officers, or Major Stockholders currently involved in any arbitration or litigation?

___ Yes  ___ No

Does your company have any outstanding judgments or claims against it?

___ Yes  ___ No

Has any litigation been brought against your company asserting that you failed to make payments to anyone?

___ Yes  ___ No
Construction Type: General Construction

15. Financial Statements

15.1 Certified Public Accountant Firm

15.2 Attach Financial Statements, for the last three (3) years, which have been audited or reviewed by an independent Certified Public Accountant who is not an employee of the Bidder.

Are the attached Financial Statements for the identical organization named on page one?

_____ Yes      _____ No

If not, explain the relationship and the financial responsibility of the organization whose Financial Statements are provided (e.g., parent or subsidiary).

_______________________________________________________________________________
_______________________________________________________________________________
_______________________________________________________________________________

END OF SECTION
SECTION 00 43 36
LIST OF SUBCONTRACTORS AND MATERIAL SUPPLIERS

PART 1 GENERAL
1.01 PHILADELPHIA PARKING AUTHORITY DOCUMENT
   A. The required executed Philadelphia Parking Authority List of Subcontractors and Material Suppliers Form is attached following this page.

1.02 RELATED SECTIONS
   A. Section 00 21 13 - Instructions to Bidders.
   B. Section 00 72 00 - General Conditions of the Contract.
   C. Section 00 73 00 - Supplementary Conditions.

PART 2 PRODUCTS (NOT USED)
PART 3 EXECUTION (NOT USED)

END OF SECTION
Construction Type: General Construction

SECTION 00 43 36
LIST OF SUBCONTRACTORS AND MATERIAL SUPPLIERS
(copy page as needed)

Undersigned agrees, if notified of the acceptance of this bid, that he will utilize the following material suppliers, for the following noted types of work. No substitutions shall be made in the employment of material suppliers without written approval from the owner. The undersigned acknowledges that the Philadelphia Parking Authority reserves the right to reject any material suppliers listed below after bids are opened at no additional cost to Owner.

<table>
<thead>
<tr>
<th>SUBCONTRACTOR OR MATERIAL SUPPLIER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Type of Work:</td>
</tr>
<tr>
<td>Phone: E-mail:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>City: State: ZIP Code:</td>
</tr>
<tr>
<td>Union Affiliation (if any):</td>
</tr>
<tr>
<td>Signature of Individual, Owner or Partner:</td>
</tr>
<tr>
<td>Name and Title of Signer:</td>
</tr>
<tr>
<td>Name of Firm:</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SUBCONTRACTOR OR MATERIAL SUPPLIER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Type of Work:</td>
</tr>
<tr>
<td>Phone: E-mail:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>City: State: ZIP Code:</td>
</tr>
<tr>
<td>Union Affiliation (if any):</td>
</tr>
<tr>
<td>Signature of Individual, Owner or Partner:</td>
</tr>
<tr>
<td>Name and Title of Signer:</td>
</tr>
<tr>
<td>Name of Firm:</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>
SECTION 00 43 40
SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM

PART 1 GENERAL

1.01 PHILADELPHIA PARKING AUTHORITY DOCUMENT
   A. The required executed Philadelphia Parking Authority's Solicitation for Participation and Commitment Form is attached following this page.

1.02 RELATED SECTIONS
   A. Section 00 21 13 - Instructions to Bidders.
   B. Section 00 72 00 - General Conditions of the Contract.
   C. Section 00 73 00 - Supplementary Conditions.

PART 2 PRODUCTS (NOT USED)
PART 3 EXECUTION (NOT USED)

END OF SECTION
THE PHILADELPHIA PARKING AUTHORITY
MINORITY DISADVANTAGED
BUSINESS PARTICIPATION PROGRAM

SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM
Disadvantaged Minority (M-DBE), Women (W-DBE), and
Disabled (DS-DBE) Owned Businesses

<table>
<thead>
<tr>
<th>Bid Number</th>
<th>Name of Bidder</th>
<th>Date of Bid Opening</th>
<th>No. of Copies Submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Page _____ of _____</td>
</tr>
</tbody>
</table>

Instructions: Complete one or more forms for each type of disadvantaged business participation required: Check applicable type below:

- [ ] M-DBE
- [ ] W-DBE
- [ ] DS-DBE

For the type of disadvantaged business checked, list below all the certified firms that were solicited whether or not a commitment was made. Photocopy this form as necessary.

### Disadvantaged Business Information

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Type of Work or Materials</th>
<th>Date Solicited</th>
<th>Commitment Made</th>
<th>Give reason(s) if no commitment made or no quote received:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Yes</td>
<td>No</td>
<td>Yes (Date)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Quote Received</td>
<td>Am’t Committed to</td>
<td></td>
</tr>
</tbody>
</table>
|              |                           | Yes | No | $ | %
|              |                           | percentage of total Proposal | |

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Type of Work or Materials</th>
<th>Date Solicited</th>
<th>Commitment Made</th>
<th>Give reason(s) if no commitment made or no quote received:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Phone</td>
<td>Mail</td>
<td>Yes (Date)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Quote Received</td>
<td>Am’t Committed to</td>
<td></td>
</tr>
</tbody>
</table>
|              |                           | Yes | No | $ | %
|              |                           | percentage of total Proposal | |

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Type of Work or Materials</th>
<th>Date Solicited</th>
<th>Commitment Made</th>
<th>Give reason(s) if no commitment made or no quote received:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Phone</td>
<td>Mail</td>
<td>Yes (Date)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Quote Received</td>
<td>Am’t Committed to</td>
<td></td>
</tr>
</tbody>
</table>
|              |                           | Yes | No | $ | %
|              |                           | percentage of total Proposal | |
SECTION 00 43 45
REQUEST FOR WAIVER / REDUCTION OF PARTICIPATION FORM

PART 1 GENERAL

1.01 PHILADELPHIA PARKING AUTHORITY DOCUMENT
   A. The required alternate executed Philadelphia Parking Authority's Request for Waiver / Reduction of Participation Form is attached following this page.

1.02 RELATED SECTIONS
   A. Section 00 21 13 - Instructions to Bidders.
   B. Section 00 72 00 - General Conditions of the Contract.
   C. Section 00 73 00 - Supplementary Conditions.

PART 2 PRODUCTS (NOT USED)
PART 3 EXECUTION (NOT USED)

END OF SECTION
## The Philadelphia Parking Authority

### Request for Waiver / Reduction of Participation Form for Public Bids

Disadvantaged Minority (M-DBE), Women (W-DBE) and Disabled Owned Businesses (DS-DBE)

<table>
<thead>
<tr>
<th>Bid Number</th>
<th>Name of Bidder</th>
<th>Bid Opening Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Type of DBE Firm</th>
<th>Participation Range Recommended</th>
<th>Percentage Achieved</th>
<th>Percentage Waiver/Reduction Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>M-DBE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W-DBE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DS-DBE</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Instructions

To be eligible for award, if your firm has not achieved the participation ranges required for the bid, you must request a waiver of that portion of the ranges not met.

On this form you must indicate the requested ranges and the ranges which you achieved, and the amount of ranges which you are seeking to have waived.

To be granted a waiver of the participation ranges, you must show that you have made a good faith effort to obtain the participation. On separate company letterhead you must address each of the three sets of questions identified on this form. You may also attach supplemental pages and additional documentation.

### Read This Notice Below

Your Request for Waiver will be considered and approved or disapproved solely on the basis of information submitted with the bid.

In submitting this form and any information pertaining to this request for waiver, vendor certifies that the statements are true and such certification is made subject to the penalties set forth in 18PA. C.S. §4904 relating to unsworn falsification to authorities.
SECTION 00 45 20
PPA CONFLICT OF INTEREST POLICY DOCUMENT

PART 1 GENERAL
1.01 PHILADELPHIA PARKING AUTHORITY DOCUMENT
   A. The required executed Philadelphia Parking Authority Conflict of Interest Policy Statement is attached following this page.

1.02 RELATED SECTIONS
   A. Section 00 21 13 - Instructions to Bidders.
   B. Section 00 72 00 - General Conditions of the Contract.
   C. Section 00 73 00 - Supplementary Conditions.

PART 2 PRODUCTS (NOT USED)

PART 3 PRODUCTS (NOT USED)

END OF SECTION
SECTION 00 45 20
PHILADELPHIA PARKING AUTHORITY
CONFLICT OF INTEREST POLICY

The Philadelphia Parking Authority ("Authority") is a public body corporate and politic, exercising public powers of the Commonwealth of Pennsylvania as an agency of the Commonwealth. As an agency charged with enforcement of the law, and with the implementation of many public projects, the Authority must strive to ensure that its actions, as well as those of its directors, officers, employees, legal counsel, consultants, and independent contractors are ethical, honest, and above board. The integrity and good reputation of the Authority are crucial elements of its Mission Statement. Therefore, the Authority's Board of Directors, for themselves and for the directors, officers, employees, legal counsel, consultants, and independent contractors of the Authority, has adopted this Conflict of Interest Policy designed to preclude any material conflict of interest or impropriety with respect to the duties and activities of such persons or entities relating to the Authority.

A. DEFINITIONS. The following words and phrases when used in this Policy shall have, unless the context clearly indicates otherwise, the following meaning:

1) "Disclosure." A full written account of any actual or potential Adverse Interest.

2) "Adverse Interest." The disposition of a Covered Person who:
   a) Has a personal or extracurricular financial interest in a Project;
   b) Has a member of the immediate family or immediate family of their spouse or domestic partner who has a personal or extracurricular financial interest in a Project;
   c) Has an employer-employee, partnership, agency, lender or borrower, fiduciary, legal, or beneficiary ownership relationship with a party financially interested in a Project; or
   d) Might reasonably be expected to be influenced in the discharge of the Covered Person's official duties with the Authority, by the Authority's role in any portion of any Project.

3) "Covered Person." Any Member, director, officer, employee, legal counsel, consultant, auditor, or independent contractor who acts or seeks to act at the direction of the Authority or on the Authority's behalf.

4) "Project." Any initiative, procurement, endeavor, transaction, activity or legal matter to which the Authority has any interest.

5) "Board." The duly appointed and serving body comprised of the Members of the Board of Directors of The Philadelphia Parking Authority.

6) "Member." Any individual having been duly appointed and currently serving as prescribed by the Act of 2001, June 19, P.L. 287, No. 22, as amended, on the Board.
7) "Immediate Family." Spouse or domestic partner, Parent, Grandparent, Great-Grandparent, Great-Great Grandparent, Children, Siblings (including "half" and step-siblings), Uncles/Aunts, Grand Uncles/Aunts, Grandchildren, Nephews/Nieces, First Cousins, Great-Grandchildren, Grand Nephews/Nieces.

B. STATEMENT OF POLICY.

1) Policy Statement. In conducting official Authority duties any Covered Person shall be held to the standards of ethics, loyalty, honesty, integrity and fair dealing described herein' and shall at all times act in the best interest of the Authority.

2) Disclosure of Conflict of Interest.

(a) A Covered Person, other than a Member, who has an Adverse Interest in any Project, shall complete the required Disclosure as to the nature and extent of the Adverse Interest and deliver it to the Executive Director of the Authority, or, if the Executive Director has or is believed to have an Adverse Interest, to the Chairman of the Board, and must abstain from any deliberations or decision making process in any manner related to that Project, all as more fully set forth in Section 3 below.

(b) In the event that the Executive Director receives a Disclosure or that the Executive Director has an Adverse Interest, the required Disclosure shall be reported to the Board at the first immediately following regularly scheduled or intervening special, Board meeting.

(c) A Member who has an Adverse Interest in any Project, shall complete the required Disclosure as to the nature and extent of the Adverse Interest and present that Disclosure to the Chairman of the Board or, if the Chairman has or is believed to have an Adverse Interest, to the Secretary of the Board, at the first immediately following regularly scheduled, or intervening special, Board meeting.

(d) In the event that the appearance of propriety or prudent management dictates that a Disclosure to the Board be made sooner than the first immediately following regularly scheduled, or intervening special, Board meeting, the Disclosure shall be made immediately to the Chairman, or otherwise ranking Member believed to have no Adverse Interest in the subject matter of the Disclosure.

(e) The Executive Director or Board shall take such action which is necessary in light of the facts revealed by the Disclosure to avoid a conflict of interest or impropriety with regard to a Project

(f) The Disclosure, and the action by the Board, shall be made a part of the minutes at the next regular, or intervening special, Board meeting.

(g) In the event any Covered Person is uncertain as to whether he, she or it has an Adverse Interest under Section B(2) above, such Covered Person shall make a full Disclosure concerning the potential conflict of interest to the Executive Director of the Authority, or, if the Executive Director has or is believed to have an Adverse Interest, to the Chairman of the Board or otherwise ranking Member believed to have no Adverse Interest in the subject matter of the Disclosure.
3) **Obligation to Abstain in the Event of an Adverse Interest.** In the event of any Adverse interest requiring Disclosure by a Covered Person under Section 2 above, such Covered Person after first having disclosed the Adverse Interest as described above, shall:

(a) Refrain from participating in any deliberations related to the subject matter of the Disclosure;

(b) In the case of a Member, abstain from voting on or lobbying on behalf of any matter related to the subject matter of the Disclosure; and

(c) At the request of the Chairman, or ranking Member having no Adverse Interest in the subject matter of the Disclosure, leave the meeting room during the Board's deliberation and vote regarding any matter related to the subject matter of the Disclosure.

4) **Prohibited Activities.**

(a) No Member, director, officer, or employee of the Authority may solicit, accept or receive from a person, firm, corporation or other business or professional entity or organization a gift, loan, gratuity, favor or service in excess of $250.00 per annum without prior approval, that might reasonably influence his or her position in the discharge of his or her official duties concerning a project or any other activities of the Authority. However, acceptance of food, refreshment of nominal value on infrequent occasions in the ordinary course of a luncheon or dinner meeting or other meeting shall not be deemed a "gift, loan, gratuity, favor or service" for purposes of this section.

(b) No Covered Person may directly or indirectly use for personal gain any information not available to the public concerning a Project which comes to him, her or it as a result of affiliation with the Authority, nor may such person or entity provide that information to others not expressly authorized in advance by the Board to receive such information

(c) No director, officer or employee shall engage in any employment, consulting, advisory or similar activity which is in material conflict with the interest of the Authority.

5) **Communication and Affirmation of Policy.**

(a) The Authority shall deliver a copy of this Conflict of Interest Policy to every Covered Person. A copy of this policy, or a summary thereof, shall be included in the documentation of each proposed Project.

(b) Each Covered Person shall deliver to the Executive Director of the Authority positive written affirmation of adherence to the Conflict of Interest Policy by executing the Acknowledgment and acceptance of the Policy.

(c) Each Covered Person that attends, on average, four (4) or more Board Meetings each fiscal year shall provide to the Authority's Executive Director a copy of an annual Financial Interest Disclosure Statement in the form then required by the Authority, and which may be in addition to any requirements of Pennsylvania's Public Official and Employee Ethics Act, which this Policy is intended to supplement.

(d) Any candidate for appointment to the Board shall be given a copy of this policy in
advance of appointment and shall affirm his or her support of it prior to appointment; and any newly appointed, retained or hired Covered Person shall be advised, prior to appointment, hiring or retention, of this policy and each shall affirm his or her or its support thereof prior to appointment, hiring or retention, of this policy and each shall affirm his or her or its support thereof prior to appointment, hiring or retention.

6) Remedies.

The failure to make any required Disclosure under this policy or any other breach of this policy is grounds for disciplinary action by the Authority against the Covered Person, which disciplinary action may include removal from the Board or termination of the individual's employment, consulting or other contract or arrangement, and is grounds for disapproval of an application or rescission of a Project by the Authority. The remedies provided herein shall be in addition to any other legal remedies available to the Authority.

Acknowledgment and Acceptance of Conflict of Interest Policy

I have read and understand the Conflict of Interest Policy. I acknowledge that there are no current Projects, which do or may represent an Adverse Interest as defined in the Conflict of Interest Policy of which I have not provided proper notice as required by law and/or this Conflict of Interest Policy. Further, I acknowledge that I must make a Disclosure to the Executive Director or as otherwise set forth in Section B(2) of the Conflict of Interest Policy, of any Project which might be covered by the Conflict of Interest Policy. Finally, I understand that failure to comply with the Conflict of Interest Policy will damage the Authority and its activities, and the remedies set forth in the Conflict of Interest Policy are appropriate.

Date: ________________________________

Print Name: ________________________________

Signature: ________________________________

Name/Company: ________________________________
SECTION 00 50 00
CONTRACTING FORMS AND SUPPLEMENTS

PART 1 GENERAL

1.01 AGREEMENT AND CONDITIONS OF THE CONTRACT
A. The Agreement form is AIA A101, as amended by the Owner. See Section 00 52 00.
B. The General Conditions are AIA A201, as amended by the Owner. See Section 00 72 00.
C. See Section 00 73 00 for the Supplementary Conditions.

1.02 FORMS
A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the Contract Documents.
B. Bond Forms:
   1. Performance and Payment Bond Form: AIA A312.
C. Post-Award Certificates and Other Forms:
   1. Schedule of Values Form: AIA G703.
   2. Application for Payment Forms: AIA G702 with AIA G703 (for Contractors).
D. Clarification and Modification Forms:
   2. Change Order Request Form: AIA 709 or other approved form.
   3. Change Order Form: AIA 701 or other approved form.
E. Closeout Forms:
   2. Contractor’s Affidavit of Payment of Debts and Claims: AIA G706.
   3. Contractor’s Affidavit of Release of Liens Form: AIA G706A.

1.03 REFERENCE STANDARDS
A. AIA A101 - Standard Form of Agreement Between Owner and Contractor where the basis of Payment is a Stipulated Sum; 2007.
C. AIA A312 - Performance Bond and Payment Bond; 2010.
H. AIA G706 - Contractor’s Affidavit of Payment of Debts and Claims; 1994.
J. AIA G707 - Consent of Surety to Final Payment; 1994.

PART 2 PRODUCTS - NOT USED
PART 3 EXECUTION - NOT USED

END OF SECTION
SECTION 00 52 00
AGREEMENT FORM

PART 1 GENERAL

1.01 SUMMARY

A. A written Agreement will be executed with the Prime Contractor utilizing the attached amended AIA Form A101 (2007 Edition) “Standard Form of Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum” following this page. An “Additions and Deletions Report” that notes added information as well as revisions to the standard form text is available from the Owner upon written request.

B. Section 00 73 00, Supplementary Conditions shall amend, supplement and modify the AIA Document A101-2007. Where any article of the above mentioned conditions is modified or any paragraph or subparagraph or clause thereof is modified or deleted by the Supplementary Conditions, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

C. In case of contradiction, the more stringent condition, providing the more benefit to the Authority, as determined by the Architect will apply.

1.02 RELATED REQUIREMENTS

A. Section 00 21 13 - Instructions to Bidders.

B. Section 00 50 00 - Contracting Forms and Supplements.

C. Section 00 60 00 - Bonds and Certificates.

D. Section 00 62 39 - Post-Award Minority Compliance Review Form.

E. Section 00 72 00 - General Conditions of the Contract.

F. Section 00 73 00 - Supplementary Conditions.

G. Section 00 50 00 - Contracting Forms and Supplements.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION
AGREEMENT made as of the ______ day of ______ in the year Two Thousand and Seventeen

BETWEEN the Owner:

Philadelphia Parking Authority
701 Market Street, Suite 5400
Philadelphia, PA 19106

and the Contractor:

To be determined.

for the following Project:

Bid No. 17-07 Repair Lintels at PPA Impound and Vehicle Maintenance Facility, Philadelphia, PA 19153

The Architect:

Carlos Raul Rodriguez Architect
1961 Browning Road
Pennsauken, NJ 08110-2941
(856) 663-0606
(856) 663-3216 FAX
crrarch@verizon.net

The Owner and Contractor agree as follows:

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TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), as modified by Section 00 73 00 - Supplementary Conditions in Bid No. 17-07 Repair Lintels at PPA Impound and Vehicle Maintenance Facility, Philadelphia, PA 19153, Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a Notice to Proceed issued by the Owner.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner’s time requirement shall be as follows:

N/A

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

§ 3.3 The Contractor shall achieve the Milestone Dates or Substantial Completion of the entire Work not later than Sixty (60) calendar days from the date of commencement of the Work, subject to adjustments of this Contract Time as provided in the Contract Documents.

If Contractor fails to complete any Work that it is required to complete hereunder within the time period set forth in Section 3.3 above or on a Milestone Date, as applicable, Contractor shall pay to Owner, as liquidated damages, Five Hundred Dollars ($500.00) per calendar day for each day after that date required for completion (the date set forth in Section 3.3 or a missed Milestone Date, as applicable) that any portion of the Work is not completed to the Owner’s satisfaction.
ARTICLE 4 CONTRACT SUM
§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be ________________ ($ __________), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

N/A

§ 4.3 Unit prices, if any:

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price Per Unit ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>As Stipulated on Bid Form</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

§ 4.4 Allowances included in the Contract Sum, if any:

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

ARTICLE 5 PAYMENTS
§ 5.1 PROGRESS PAYMENTS
§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the 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.

§ 5.1.3 Contractor shall provide Owner a pencil copy of each Application for Payment by the twenty-fifth (25th) calendar day of each month. Provided that an Application for Payment is received by the Architect not later than the fifteenth (15th) day of a month, the Owner shall make payment to the Contractor not later than the thirty (30) calendar days after receipt by the Owner of the Certificate for Payment (unless in dispute). If a Certificate for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Owner receives the Application for Payment from the Architect. Contractor shall submit to Owner two (2) copies of current certified payrolls and Post-Award Minority Compliance Review forms with each Application for Payment.

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

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

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10.0%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10.0%);

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

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

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

Upon fifty percent (50%) completion of the Contract; a retainage of five percent (5%) shall be applied to all subsequent Applications for Payment approved and certified by the Architect.

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

§ 5.2 FINAL PAYMENT

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

.1 The Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, as modified by Section 00 73 00 - Supplementary Conditions in Bid No. 17-07 Repair Lintels at PPA Impound and Vehicle Maintenance Facility, Philadelphia, PA 19153 and to satisfy other requirements, if any, which extend beyond final payment; and

.2 A final Certificate for Payment has been issued by the Architect and agreed to by the Owner, and Contractor has provided a Release of Liens duly executed by the Contractor, each of its subcontractors and suppliers all are properly acknowledged.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, unless reasonably in dispute by Owner.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

See Section 00 73 00 - Supplementary Conditions in Bid No. 17-07 Repair Lintels at PPA Impound and Vehicle Maintenance Facility, Philadelphia, PA 19153.

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, methods pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007
[ ] Litigation in a court of competent jurisdiction
[ X ] Other. As set forth in See Paragraph 32 of Section 00 73 00 - Supplementary Conditions in Bid No. 17-07 Repair Lintels at PPA Impound and Vehicle Maintenance Facility, Philadelphia, PA 19153.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007, as modified by Section 00 73 00 - Supplementary Conditions in Bid No. 17-07 Repair Lintels at PPA Impound and Vehicle Maintenance Facility, Philadelphia, PA 19153.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007, as modified by Section 00 73 00 - Supplementary Conditions in Bid No. 17-07 Repair Lintels at PPA Impound and Vehicle Maintenance Facility, Philadelphia, PA 19153.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Intentionally deleted.

§ 8.3 The Owner’s representative:

Mr. Richard D. Dickson, Jr.
Philadelphia Parking Authority
701 Market Street, Suite 5400
Philadelphia, PA 19106

§ 8.4 The Contractor’s representative:

To be determined.

§ 8.5 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor, as modified by Section 00 73 00 - Supplementary Conditions to Construction Contract in Bid No. 17-07 Repair Lintels at PPA Impound and Vehicle Maintenance Facility, Philadelphia, PA 19153.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction, as modified by Section 00 73 00 - Supplementary Conditions to Construction Contract in Bid No. 17-07 Repair Lintels at PPA Impound and Vehicle Maintenance Facility, Philadelphia, PA 19153.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

5
§ 9.1.4 The Specifications:

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

§ 9.1.5 The Drawings:


§ 9.1.6 The Addenda, if any:

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

1. AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
   None

2. Other documents, if any, listed below:


ARTICLE 10 INSURANCE AND BONDS

§ 10.1 The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007 and Article 15 of Section 00 73 00 - Supplementary Conditions to Construction Contract in Bid No. 17-07 Repair Lintels at PPA Impound and Vehicle Maintenance Facility, Philadelphia, PA 19153.

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

OWNER (Signature)  
Philadelphia Parking Authority  
(Printed name and title)  

CONTRACTOR (Signature)  
To be determined.  
(Printed name and title)
SECTION 00 60 00
BONDS AND CERTIFICATES

PART 1 GENERAL

1.01 SUMMARY
   A. Performance Bond and Labor and Material Payment Bond shall be executed on Standard AIA Document A312 (2010 version) in accordance with the General Conditions and the Supplementary Conditions.
   B. The bond for labor and material will apply to all labor, but only the material provided by the Contractor.

1.02 RELATED REQUIREMENTS
   A. Section 00 21 13 - Instructions to Bidders.
   B. Section 00 50 00 - Contracting Forms and Supplements.
   C. Section 00 52 00 - Agreement Form.
   D. Section 00 72 00 - General Conditions of the Contract.
   E. Section 00 73 00 - Supplementary Conditions.

PART 2 PRODUCTS (NOT USED)
PART 3 EXECUTION (NOT USED)

END OF SECTION
SECTION 00 62 39
POST-AWARD MINORITY COMPLIANCE REVIEW FORM

PART 1 GENERAL

1.01 PHILADELPHIA PARKING AUTHORITY DOCUMENT
   A. The following attached page is required to be submitted with each Application for Payment as stipulated in the Agreement Form, Article 5.1.3. Refer to Section 00 52 00.

1.02 RELATED REQUIREMENTS
   A. Section 00 50 00 - Contracting Forms and Supplements.
   B. Section 00 52 00 - Agreement Form.
   C. Section 00 72 00 - General Conditions of the Contract.
   D. Section 00 73 00 - Supplementary Conditions.
   E. Section 01 20 00 - Price and Payment Procedures: Applications for payment and closeout procedures.

PART 2 PRODUCTS (NOT USED)
PART 3 EXECUTION (NOT USED)

END OF SECTION
---

**POST – AWARD MINORITY COMPLIANCE REVIEW FORM**  
(A101 Article 5.1.3)

PLEASE COMPLETE FOR EACH MBE SUBCONTRACTOR, SUPPLIER AND MANUFACTURER  
(DUPLICATE AS NEEDED)

- All sections are mandatory, please fill in all blanks.
- Complete this form for all MBE/WBE/DBE/DsBE subcontractors/Suppliers/Manufacturers.
- Do not approximate, please use exact dollar amounts.

| Project Name: ___________________________ | Project No.: ___________________________ |
| Prime Contractor Name: __________________ | Contract No.: __________________________ |
| Address: _____________________________________________________________________________ | |
| City: _________________________________ | State: ________________ | Zip: ________________ |
| Contact Person: ________________________ | Cell No.: _____________________________ |
| Email Address: _______________________________________________________________________ | |
| Total Project Amount: $__________________ | Payment Application No.: __________________ |
| Payment Application Period Ending: __________ | Payment Application Amount: $__________ |

**Check One:**  
MBE □  WBE □  DsBE □  Committed Goal: _________%

Subcontractor/Supplier Name: ____________________________________________________________

| Address: ___________________________________________________________________________ | |
| City: _________________________________ | State: ________________ | Zip: ________________ |
| Amount Paid to Subcontractor/Supplier This Period: $________________________ / ____________% |

I hereby certify that the above is a true and accurate statement of the amounts paid to the company listed above.

Signature: __________________________________________  ________________  Date

Authorized Company Official
SECTION 00 72 00
GENERAL CONDITIONS OF THE CONTRACT

PART 1 GENERAL

1.01 SUMMARY

A. The following Standard AIA Document A201 (2007 Edition), "General Conditions of the Contract for Construction", Articles 1 through 15 inclusive are hereby made part of the Contract Documents, as amended by the Owner to reflect Section 00 73 00 - Supplementary Conditions. An "Additions and Deletions Report" that notes added information as well as revisions to the standard form text is available from the Owner upon written request.

B. Section 00 73 00, Supplementary Conditions shall amend, supplement and modify the AIA Document A201-2007. Where any article of the above mentioned conditions is modified or any paragraph or subparagraph or clause thereof is modified or deleted by the Supplementary Conditions, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

C. In case of contradiction, the more stringent condition, providing the more benefit to the Authority, as determined by the Architect will apply.

1.02 RELATED REQUIREMENTS

A. Section 00 21 13 - Instructions to Bidders.

B. Section 00 41 00 - Bid Form.

C. Section 00 50 00 - Contracting Forms and Supplements.

D. Section 00 52 00 - Agreement Form.

E. Section 00 73 00 - Supplementary Conditions.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION
for the following PROJECT:
(Name and location or address)
Bid No. 17-07 Repair Lintels at PPA Impound and
Vehicle Maintenance Facility, Philadelphia, PA
19153

THE OWNER:
(Name, legal status and address)
Philadelphia Parking Authority
701 Market Street, Suite 5400
Philadelphia, PA 19106-1558

THE ARCHITECT:
(Name, legal status and address)
Carlos Raul Rodriguez Architect
1961 Browning Road
Pennsauken, NJ 08110-2941
crrarch@verizon.net

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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 requirements (advertisement or Invitation to Bid, Instructions to Bidders, sample forms, the Contractor’s bid or portions of Addenda relating to bidding requirements). To the extent of any inconsistency between or among any of the terms, conditions or provisions in any of the aforesaid Contract Documents, it shall be presumed that (1) the terms of the Supplementary Conditions shall prevail over any inconsistent terms, and (2) generally, those terms, conditions or provisions having the more comprehensive, stricter, or demanding requirement for the benefit of Owner shall, and (3) if there is any ambiguity or conflict among or between any provision of the Contract Documents, the provisions of the Agreement, the Supplementary Conditions, the Bid Form, the Drawings and Specifications and the General Conditions shall be controlling in the foregoing order of reference thereto.

§ 1.1.1.1 The Agreement between the Owner and the Contractor, AIA Document A101 (2007 Ed.) “Standard Form of Agreement between Owner and Contractor, where the basis of payment is a Stipulated Sum,” as modified, to which these General Conditions are attached.

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

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

§ 1.1.3.1 All Work shall comply with manufacturer’s specifications and instructions, and with requirements of utility companies, insurance underwriters, and the like, in addition to the specific requirements of the Contract Documents. In event of conflict, the more stringent requirements shall govern, as determined by the Owner.

§ 1.1.4 THE PROJECT
The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS
The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
§ 1.1.6 THE SPECIFICATIONS
The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

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

§ 1.1.8 THE ARCHITECT
Although reference is made herein to various functions and duties of Architect, as forth in the Agreement all references to “Architect” shall be construed to mean “Owner or any representative of Owner, as Owner may designate.” In addition to the inspections made by Architect, Owner shall have the right to designate its own construction representative for the purpose of making inspections and verifying compliance with the terms of this Contract, and Contractor shall furnish its full cooperation to such representative. In no event shall Architect have any right to interpret any matter which is in controversy, or to decide any controversy which may arise between the parties, except for interpretive matters of a purely aesthetic nature relating to Drawings and Specifications. Communications between Owner and Contractor need not be made through Architect. Until further notice from Owner, the term “Architect” shall also mean “Owner or Project Manager, as Owner may elect.”

§ 1.1.9 SUBSTANTIAL COMPLETION
"Substantial Completion" shall mean that (a) the Project referred to in the Contract Documents is in such state of completion, as will allow the Project to be used, occupied for its intended operational purpose, except for minor "punch list items" which do not materially affect such use, occupancy or operation and which can be completed by Contractor without material interference with the use and operation of the Project by users of the Project, (b) a permanent Certificate of Occupancy for the Project has been obtained, lawfully permitting occupancy thereof and all designated or required governmental inspections and certifications have been made and posted, (c) all systems and facilities included in the Work are in good operating order and condition, and (d) if the Contract Documents include the performance of site work, access and/or parking areas, all such site work, access and parking areas have been substantially completed and are usable as intended.

§ 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.

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

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

§ 1.2.4 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. If Work is required in a manner to make it impossible to produce Work of the quality required by the Contract Documents, or should discrepancies appear among the Contract Documents, the Contractor shall request in writing an interpretation from the Architect before commencing the Work. Requests made at the job meetings which are reflected in the minutes of the meeting shall be deemed “requests in writing” in satisfaction of the requirements set forth herein. If the Contractor fails to make such request, no excuse will thereafter be entertained for failure to carry out Work in the required manner or to provide required guarantees, warranties, or bonds, and the Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

§ 1.2.5 During the course of the Work, should any ambiguities or discrepancies be found in, or between the Drawings and the Specifications, the Architect will interpret the intent thereof. It is expressly stipulated that neither...
the Drawings nor the Specifications shall take precedence over the other. The Architect will interpret or construe the Drawings and Specifications so as to secure the most substantial and complete performance of the Work, as is most consistent with the needs and requirements of the Work. In the event that there are conflicts or discrepancies in the Drawings, Specifications or any of the other Contract Documents, for the purposes of determining increases in the Contract Time or Contract Sum, the provision that would be the most expensive or onerous shall govern.

§ 1.2.6 The intent of the Specifications is to indicate as clearly as possible the scope, character, quality and extent of the Work involved in order to arrive at the desired function, quality, appearance, performance and durability of the project and its various parts. Where the Specifications include detailed descriptions of Methods of Work or Sequences of Operations, they are to be interpreted in light of the above and not as necessarily excluding other methods or sequences, which can produce equal or better results. Where the Contractor feels it would be in the interest of the Owner to use other methods or sequences, it shall suggest them to the Architect, for his approval, stating the reasons why he prefers them.

§ 1.2.7 Contractor acknowledges that this Contract is one of several contracts for the Project and that work under this Contract must be coordinated with the work under the other several contracts. Contractor specifically agrees to provide full and uninterrupted access to the other contractors providing construction services on the site for the duration of the Project. Contractor shall comply with the directions of the Owner. Contractor agrees to be responsible for the coordination among its Subcontractors and for their adherence to the coordination directions of the Owner. Contractor further agrees to coordinate its work with the work of other contractors in and around the Project site undertaken by Owner or others. Contractor shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. Owner shall be afforded access to all the Contractor’s records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement and its performance hereof. Contractor shall preserve all such records for a period of three (3) years after final payment or longer if required by law.

§ 1.2.8 The Work shall consist not only of all items specifically included in the Contract Documents but also all additional items of work which are reasonably inferable from that which is specified in the Contract Documents in order to complete the Work in accordance with the Contract Documents, including, without limitation, any additional items necessary to coordinate the Work with work of other prime Contractors in connection with Section 1.2.7. To the extent that any additional work is reasonably inferable from the Contract Documents, Contractor shall perform the same as part of the Work at no additional costs or time to Owner.

§ 1.2.9 Contractor acknowledges that the Contract Documents, including the Drawings and Specifications, are adequate and sufficient to provide for the completion of the Project in accordance with all applicable laws, codes, and professional standards, including all work and services, whether or not fully shown or described, which reasonably may be inferred for such completion, and so as to: (a) enable Contractor to complete construction of the Work described therein for the Contract Sum on or before the dates of Substantial Completion established in the Agreement; and (b) qualify the Project upon Substantial Completion for a Certificate of Occupancy and all other permits and approvals for lawful use and occupancy. Contractor represents that it is familiar with the Project site and has received all information it may need relating to the physical characteristics and conditions thereof. No adjustment to the Contract Sum shall be made for any concealed conditions encountered in the performance of the Work. Contractor shall carefully study and compare the Contract Documents (as the same shall be supplemented, or modified from time to time) with each other and with any information furnished by Owner. If Contractor shall discover, or reasonably should have discovered, any error, fault, incompleteness or inaccuracy in any of the Drawings, Specifications or other Contract Documents, or in any Owner-furnished information, Contractor shall notify or shall be responsible for notifying Owner thereof in writing within five (5) business days after such discovery; no claim by Contractor on account of such matters shall be valid unless so made, and Contractor shall assume the risk of performing Work with the knowledge of (or if Contractor should reasonably have known of) such error, fault, incompleteness or inaccuracy and shall be required to correct such error, fault, incompleteness or inaccuracy at no additional cost to Owner.

§ 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 All Drawings, Specifications and other documents prepared by the Architect with respect to the Project are and shall remain the property of the Owner, and Owner shall retain all common law, statutory and other reserved rights with respect thereto, including all copyrights and other intellectual property rights. Contractor and its Subcontractors, suppliers and others performing work on the Project are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect which are appropriate for execution of their respective work. Submittals or distributions necessary to meet official regulatory requirements or for other purposes relating to completion of the Project are not to be construed as a publication in derogation of the Owner’s copyright or other reserved rights.

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

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

ARTICLE 2 OWNER
§ 2.1 GENERAL
§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 2.1.2 MECHANIC’S LIEN
§ 2.1.2.1 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner upon receipt of such payment by the Contractor free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as “liens”.

§ 2.1.2.2 The Contractor shall provide a lien waiver to the Owner immediately on receipt of payment from the Owner for the full amount of all payments received, including retention paid to the retention escrow amount. Such lien waiver shall be in the form attached as Exhibit “A”.” Contractor agrees that is shall not be entitled to payment on any subsequent Application for Payment prior to delivery of the lien waiver due upon receipt of any payment received.

§ 2.1.2.3 In the event any lien is filed arising out of Work performed under this Agreement, and providing that Owner is not in default of any payment obligation under this Agreement, the Contractor agrees to and shall immediately execute and file a bond as necessary to release Owner’s property from such lien.

§ 2.1.2.4 To the fullest extent permitted by Pennsylvania Mechanics Lien Law, 49, P.S. §§ 1101 et seq., it is the parties’ intent that Contractor shall obtain valid and enforceable waivers of mechanics’ and/or materialmen’s liens from all subcontractors. In order to do so, contractor shall post a bond guaranteeing payment or labor and materials provided by Subcontractors as expressly required by Paragraph 15.18 of the Supplementary Conditions, and shall include the following provision in all subcontracts:

“In consideration of the reliance upon the fact that the Contractor has posted a bond guaranteeing payment for all labor and materials provided by Subcontractor, Subcontractor, for itself and anyone else acting through or under it,
covenants and agrees that no mechanics’ or materialmen’s liens or claims shall be filed or maintained by it, them or any of them, for or on account of any work to be done or materials furnished under this Subcontract. Subcontractor, for it and any sub-subcontractor and anyone else acting or claiming through or under it, hereby waives and relinquishes all right to file a mechanics’ or materialmen’s lien, claim or notice of intention to file any lien or claim. This section is a separate and independent covenant and shall be operative and effective with respect to work or labor done and materials furnished under any supplemental contract or contracts for extra or different work, although the covenant might not be referred to therein, as well as to work and labor to be done or materials to be furnished under this Subcontract. This undertaking shall be further implemented by the execution and delivery by the Subcontractor to the Contractor prior to or simultaneously with the execution of the Subcontract of a general Waiver of Liens to be filed on record prior to the commencement of any Work by the Subcontractor, which Waiver of Liens shall inure to the benefit of Contractor and the Philadelphia Parking Authority (“Owner”), City of Philadelphia and the Commonwealth of Pennsylvania. In order to give Owner and full power and authority to protect themselves and the Project and real estate described in the Contract Documents against any and all mechanics’ liens or claims filed by Subcontractor or by any sub-subcontractor or anyone else under or through it in violation of this Section:

“(a) Subcontractor for itself and for any sub-subcontractor and anyone else acting under or through them hereby irrevocably authorizes and empowers any attorney of any court of competent jurisdiction of the Commonwealth of Pennsylvania, or elsewhere, to appear as attorney for it, them or any of them in any such court and, in his or their name or names, mark satisfied of record at the cost and expense of Subcontractor or of them or any of them, any and all such claims or claims, lien or liens, filed in violation of this Section, or cause to be filed in connection with such claim or claims, lien or liens (in the name of subcontractor or any sub-subcontractor or anyone else acting under or through it) any pleading or instrument previously filed or signed by it or them, to incorporate therein as part of the record the waiver contained in this Section and for such act or acts this Subcontract shall be good and sufficient warrant and authority, and Subcontractor for itself, and for any subcontractor or anyone else acting under or through it hereby waives all rights and all manner of errors, defects and imperfections whatsoever in entering such satisfaction or in the filing such pleasing, instrument or amendment or in any way concerning them.

“(b) Owner shall have the absolute right in its own name or in the name of Subcontractor, or any sub-subcontractor or any other person who shall have filed such a claim or lien, to cause any and all such claims or liens to be discharged by any other instrument, pleading or proceeding permitted at law or in equity. Subcontractor, any sub-subcontractor and any other person who shall have filed any such claim for lien shall indemnify owner against the claim or lien and against all direct and consequential loss resulting in any way from the filing of any mechanics’ claim or lien and shall pay or cause to be paid to Owner the amount of its loss, with interest and all expenses incident to their having discharged such claim or line, including attorneys’ fees, costs and other disbursements.”

§2.1.2.5 In the event of any dispute with a Subcontractor or supplier which is not resolved in a reasonable period of time, or in the event of Owners’ receipt of notice of intention to file a lien or the filing of any lien which is not immediately resolved by Contractor, the Owner may, at its option, and upon reasonable written notice to Contractor, make payments otherwise owed to Contractor under this Agreement directly to Subcontractors or suppliers by joint payment arrangements.

§2.1.2.6 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner (including any of its affiliates, parents, and subsidiaries) and all of their agents and employees, from and against all claims, damages (including, but not limited to, direct, indirect or consequential damage), loss, or expenses (including, but not limited to, attorneys’ fees) arising out of or resulting from Contractor’s breach of any of the provisions of Section 2.1.2 of these General Conditions or Paragraph 7 and 8 of the Supplementary Conditions.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Intentionally deleted.

§ 2.2.2 Intentionally deleted.

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

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

§ 2.3 OWNER’S RIGHT TO STOP THE WORK
If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, the right granted Owner in this Section 2.3 shall be in addition to, and not in restriction of, all other rights that the Owner has under the Contract Documents.

§ 2.4 OWNER’S RIGHT TO CARRY OUT THE WORK
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner’s expenses and compensation for the Architect’s additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. The right of the Owner to stop the Work pursuant to this Section 2.4 shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to and not in restriction of all other rights that the Owner has under the Contract Documents.

ARTICLE 3 CONTRACTOR
§ 3.1 GENERAL
§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term “Contractor” means the Contractor or the Contractor’s authorized representative.

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR
§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Contractor represents and warrants that its investigation of the site was performed in detail and was sufficient to disclose the condition of the Project site and all improvements thereon, and the conditions under which the Work was to be performed, including, without limitation (1) the location, condition, layout, and mature of the Project site and surrounding areas, (2) continued use and occupancy of the Building, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment, (5) expected loads and demands on the structural and mechanical systems of the building during performance of the Work due to Contractor’s means and methods, (6) any and all subsurface conditions and soil conditions as identified in Geotechnical Reports provided to Contractor or the Contract Documents and (7) other similar issues pertinent to the performance of the Work.
§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor’s review is made in the Contractor’s capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require. Notwithstanding, the immediate preceding sentence, if the Contractor performs any construction actively and if it knows or should have known, based on the terms and conditions set forth in Section 3.2 that any portion of the Contract Documents relating to such construction activity contains an error, inconsistancy, or omission, the Contractor shall be responsible for such performance and shall bear the cost for correction thereof.

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.3.4 The Contractor shall inspect all materials delivered to the premises and shall reject any materials that will not conform with the Contract Documents when properly installed.

§3.3.5 Contractor acknowledges that timely completion of the Work in accordance with the terms of the Contract Documents is of crucial importance to the Owner. Contractor shall provide the best skill and judgment of its officers and employees and shall cooperate with the Owner and Architect to further the interests of Owner and to
bring about timely completion of the Work. Contractor shall furnish sufficient business administration and superintendent and provide at all times and adequate supply of labor and materials to secure execution of the Work in the best and soundest way and in the most expeditious and economical manner consistent with the interests of the Owner. In the event of delays and/or unforeseen events, whether or not the same should entitle Contractor to an adjustment in the Contract Sum and/or Contract Time pursuant to Articles 7 and 8 hereof, Contractor shall use diligent efforts to maintain scheduled completion dates. Such efforts shall include rephrasing events, decreasing overly conservative durations on subsequent events, increasing activity overlap, and using float on non-critical events. Any float available in the Progress Schedule shall be used by Owner and Contractor whenever possible to offset the impact of delays. Contractor shall be responsible for coordinating its Work with the Work of any other contractors and/or activities at the job site(s).

§ 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. The Contractor shall not deviate, except with the Owner’s written approval, from any specified kind, quality, size, design, performance, brand, or manufacturer.

§ 3.4.2 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor shall also be responsible for labor peace on the Project and shall at all times use its best efforts and judgment as an experienced contractor to adopt and implement policies and practices designed to avoid work stoppages, slowdown, disputes or strikes, where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Except as specifically provided in this Agreement, Contractor shall not be entitled to any adjustment on the Contract Sum or the Contract Time and shall be liable to Owner for all damages suffered by Owner for damages occurring as a result of work stoppages, slowdowns, or strikes by the work force of or provided by Contractor or its Subcontractors.

§ 3.4.4 The Owner shall not make payments on account of alternate materials which origin and quality have not been approved in writing by the Owner prior to bid opening.

§ 3.4.5 Owner shall not make payments on account of materials and equipment which are not incorporated into the Work unless such costs have been specifically approved in writing by Owner. Owner shall have full discretion in granting such approval and shall consider, among other things, whether the items in question are properly stored, insured and protected on the Project site or on an approved off-site storage facility, and whether such items in question are reasonably required to be stored at the time in question by reason of the construction schedule.

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

§ 3.5.2 All warranties shall include labor and materials and shall be signed by the manufacturer or Subcontractor as the case may be and countersigned by Contractor. All warranties shall be addressed to Owner and delivered to Architect upon completion of the Work and before or with the submission of request for Final Payment.

§ 3.5.3 Contractor shall issue in writing to Owner as a condition precedent to Final Payment a "General Warranty" reflecting the terms and conditions of the General Conditions and this Section 3.5.
§ 3.5.4 Except when a longer warranty time is specifically called for in any of the other Contract Documents or is otherwise provided by law, the General Warranty shall be for two (2) years and shall be in form and content otherwise satisfactory to Owner.

§ 3.5.5 Warranties shall become effective on the date of final acceptance of the entire Work unless otherwise provided in any Certificate of Partial Completion approved by the parties in writing.

§ 3.5.6 In addition to the foregoing stipulations, Contractor shall comply with all other warranties referred to in any portions of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the more stringent requirement shall govern.

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

§ 3.6.2 The Contractor's fees include, and the Contractor shall be solely responsible for paying any and all taxes, excises, duties, and assessments ("taxes") arising out of Contractor's performance of the Work in any manner levied, assessed, or imposed by any government or agency having jurisdiction, including, without limitation, any contributions or taxes measured by wages, salaries or other remuneration paid to persons employed by Contractor or for materials or equipment used in the performance of the Work.

§ 3.6.3 The Contractor shall pay all federal, local and state sales taxes and all other taxes related to the Work. Failure on the part of the Contractor to plan for and/or pay any such taxes will not entitle Contractor to extra charges under this Contract.

§ 3.6.4 In addition, Contractor must be current on all City of Philadelphia taxes and other fees at all times for the entire duration of the contract. Contractor needs to submit along with each of their payment requests, evidence to prove that they comply with this requirement. Failure to do so may result in withholding of certificate of payment until such item is corrected by contractor.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS
§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. Original certificates of inspection and occupancy shall be delivered to the Owner upon completion of the Work in sufficient time for occupancy of the Project in accordance with the approved schedule for the Work.

§ 3.7.1.1 Contractor shall obtain and keep in force during its performance of any Work or services hereunder, at no cost to Owner, and without affecting the Cost of the Work, all licenses and permits required by the Commonwealth of Pennsylvania or any other governmental authority for the lawful conduct of Contractor's business. Contractor shall obtain all permits, approvals and licenses required for the execution of the Work.

§ 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. If the Contractor fails to comply with or give any such notices, the Contractor shall be liable for and shall indemnify and hold harmless the Owner and the Architect, and their respective employees, officers and agent, against any resulting fines, penalties, judgment or damages, including attorney's fees, imposed on or incurred by the parties indemnified hereunder.

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

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily
found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Architect will immediately investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor’s cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect’s determination or recommendation, that party may proceed as provided in Article 15.

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

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

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

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

§ 3.9 SUPERINTENDENT
§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner’s consent, which consent shall not be unreasonably withheld. The superintendent shall be present at the Project until Substantial
Completion. At the Owner’s request, the Contractor shall assign a different superintendent to the Project.

§ 3.10 CONTRACTOR’S CONSTRUCTION SCHEDULES
§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner’s and Architect’s information a Contractor’s construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor’s responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law, provided, however, that the Contractor shall not be required to provide professional services in violation of applicable law, provided, however, that the Contractor shall promptly notify the Architect and Owner in writing of any such violation before executing the Agreement. Contractor’s execution of the Agreement shall be deemed as acknowledgement by Contractor that Contractor has reviewed the Contract Documents and no such violation exists. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional’s written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents. Documents provided, however, that the Contractor shall be responsible for the adequacy, accuracy and completeness of the services, certifications and approvals performed by any design professional retained by the Contractor or a party for whom the Contractor is responsible.

§ 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, and 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 bring and store on the Project site only materials and equipment which are to be used directly in the Work. After such equipment is no longer required for the Work, it shall promptly be removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other similar occurrence are solely the responsibility of the Contractor. The Contractor shall not erect or permit the erection of any sign on the Project site without the prior written consent of the Owner, which consent may be withheld or revoked in the Owner’s sole discretion.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.
§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor’s consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP
§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor’s tools, construction equipment, machinery and surplus materials from and about the Project. The Contractor shall maintain streets and sidewalks around the Project site in a clean condition and shall comply with all erosion control and storm water runoff ordinances and regulations. The Contractor shall remove all spillage and tracking arising from the performances of the Work from such areas and shall establish a result maintenance program to minimize accumulation of dirt and dust upon such areas.

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

§ 3.16 ACCESS TO WORK
The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

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

§ 3.18 INDEMNIFICATION
§ 3.18.1 To the fullest extent permitted by law, Contractor, for itself, its successors, assigns, agents and Subcontractors hereby agrees to indemnify, hold harmless and defend the Owner, the Commonwealth of Pennsylvania, the City of Philadelphia and any trustee under a trust indenture with respect to the Project, Architect and their employees, representatives, officers and directors (the “Indemnified Parties”) from and against any liabilities for losses (including those related to business interruption), damages (including special, consequential and incidental), costs, claims, demands, causes of action, liabilities, or expenses (including attorney’s fees and expenses) for which the Indemnified Parties may have suffered for be held liable by reason of injury (including death or workers compensation) to any person (including Contractor’s employees) or damage to any property of whatsoever kind or nature arising out of or in any manner connected with the Work to be for the Indemnified Parties (including, but not limited to, work performed under this Contract, Work performed under Change Order, or any such other work performed for or on the behalf of the Indemnified Parties, whether performed at the site or not), whether or not due in whole or in part to any act, omission, or negligence of the Indemnified Parties or any of their agents, employees, representatives, officers, directors, stockholders, Subcontractors, third parties or parent, subsidiary and affiliate companies, whether known or unknown or unknown to Owner or Contractor. It is expressly understood and agreed that the indemnity contained in this Section covers claims by Contractor’s employees, and that, with respect to its obligations to indemnify, defend and hold harmless, the Contractor waives any immunity t if might have under any workmen’s compensation laws. It is further expressly agreed that the Contractor assumes that the fullest extent of all obligations to indemnify and defend all parties whom the Owner is obligated to indemnify and defend in the Owner’s Contract with others (whether or not such obligations may extend to items beyond those addressed in this Contract).

§ 3.18.2 If there are any damages or claims of any kind or nature unsettled when the Contract Work is finished, the final payment by the Owner shall be deferred until all such claims shall have been adjusted or suitable coverage or
indemnity acceptable to the Owner is provided by Contractor or Contractor’s insurance carrier. The terms and conditions of this Article (Article 15) shall survive termination of this contract.

§3.18.3 Contractor and the Owner further agree that to the fullest extent possible by law, the laws of the state to which the Work is being performed and/or services provided shall apply to the Work performed and/or services provided and the application of the Indemnification and Hold Harmless Agreements set forth herein.

§3.18.4 Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding or investigation as to this indemnification may apply, and Contractor, at Contractor’s expense, shall assume on behalf of the Indemnified Party in question and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to the Indemnified Party; provided that the Indemnified Party shall have the right to be represented therein by advisory counsel of its own selection and its own expense; and provided further, that if the defendants in and such action include both Contractor and the Indemnified Party and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it which are different from or in addition to, or inconsistent with, those available to Contractor, the Indemnified Party shall have the right to select separate counsel to participate in the defense of such action on its own behalf at Contractor’s expense. In the event of failure by Contractor to fully perform in accordance with these indemnification provisions, the Indemnified Party, at its option, and without relieving Contractor of its obligations hereunder, may so perform, but all costs and expenses so incurred by the Indemnified Party in that event shall be immediately reimbursed by Contractor to be Indemnified Party. The obligations of Contractor under this Section shall survive the expiration of this Contract.

§3.18.5 Contractor agrees that, in the event Owner prevails in any legal action or proceedings to enforce its rights to be indemnified, defended and held harmless, Contractor shall be liable for Owner’s reasonable attorney’s fees and expenses incurred in connection with any such action or proceedings.

§3.18.6 The Contractor shall cause its Subcontractors, or anyone employed directly or indirectly by any of them, to agree to defend, indemnify and hold harmless the Owner to the same terms as those set forth in Section 3.18 of these General Conditions.

§3.18.7 Any and all liabilities of the Owner and the Indemnified Parties, their successors, heirs and assigns, to the Contractor, its shareholders, partners, agents, employees, successors, heirs and assigns, under or by reason of the Agreement, shall be limited to the Owner’s interest in the Project.

§3.19 Certain Reimbursable Costs. If the Contract Documents provide for any reimbursement of costs to Contractor, in no event shall such reimbursement include any costs relating to or arising out of any fault or neglect of Contractor or any subcontractors, sub subcontractors, suppliers, engineers or any other party (including the employees and agents of any of the foregoing) furnishing work, services or materials as part of the Project pursuant to the Contract Documents, or attributable to the failure of the foregoing parties to fulfill a responsibility to Owner under or pursuant to this Contract, including, without limitation, any costs of correcting nonconforming, defective or damaged work or materials or other costs attributable to the fault or negligence of any of said parties.

ARTICLE 4 ARCHITECT

§4.1 GENERAL

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

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

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

§4.1.4 Nothing in this Article 4 shall be interpreted to limit the written and unwritten responsibilities of the Architect to the Owner under the arrangements between the Architect and the Owner, or to excuse negligence on the part of the Architect.
§ 4.1.5 Although reference is made herein to various functions and duties of Architect, Owner reserves the right, upon notice to Contractor, to eliminate the role of the Architect as to any one or more of such functions or duties, and/or designate its own construction representatives for the purpose of performing such functions or duties.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner’s representative (1) during construction, (2) until final payment is due and (3) with the Owner’s concurrence, from time to time during the one-year period for correction of Work described in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor’s operations (1) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor’s rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 The Architect will not be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

§ 4.2.5 Based on the Architect’s evaluations of the Contractor’s Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts. Certification shall be defined as a statement signed and sealed by the Architect or its consultants representing the services or Work, as the case may be, has been provided and performed by the Contractor as required under the Contract Documents.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

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

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests will be in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

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

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect’s response to such requests will be 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. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

ARTICLE 5 SUBCONTRACTORS
§ 5.1 DEFINITIONS
§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a separate contractor or subcontractors of a separate contractor. A “Supplier” is those who are to furnish materials or equipment for the Project. For the purposes of this Article, whenever “Subcontractor” is used, it is meant to include “Supplier”.

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

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK
§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of
persons or entities (including those who are to furnish materials or equipment) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§5.3.2 The contractor shall not enter into any subcontract, contract, agreement, purchase order or other arrangement (“Arrangement”) for the furnishing of any portion of the materials, services, equipment or Work with any party or entity if such party or entity is an Affiliated Entity (as defined below) unless such Arrangement has been approved in writing by the Owner after full disclosure in writing by the Contractor to the Owner of such affiliation or relationship and all details relating to the proposed Arrangement. The term “Affiliated Entity” means any entity related to or affiliated with the Contractor or with respect to which the Contractor has direct or indirect ownership or control, including, without limitation, and any entity owned in whole or part by the Contractor, any holder of more than 10% of the issued and outstanding shares of or the holder of any interest in the Contractor, any entity in which any officer, director, employee, partner or shareholder (or member of the family of any of the foregoing persons) of the Contractor or any entity owned by the Contractor has a direct or indirect interest which interests includes, but is not limited to that of a partner, employee, agent or shareholder. In no event will the Contractor be permitted to charge any overhead profit or other form of mark-up or fee as a General Contractor for any portion of the Work performed with its own forces or an Affiliated Entity including, but not limited to the Contractor’s Fee under Section 4.1 of the Agreement if the Contractor’s Fee is based on the Cost of the Work.

§5.3.3 Notwithstanding anything to the contrary contained herein, all work performed by Contractor, subcontractors and suppliers for the Project shall only be done pursuant to a written agreement which agreement shall specifically provide that, in event that Contractor defaults, the subcontract and supplier agreements shall be assignable to Owner. Contractor shall, upon Owner’s request, promptly forward Owner and Owner’s designated representative a copy of any requested Subcontract or Supplier Agreement related to the Project.
§5.3.4 Without limitation to the generality of the foregoing, each Subcontract agreement and each Sub-subcontract agreement shall include and shall be deemed to include, the following provisions:

1. A requirement that the Subcontractor (or Sub-subcontractor) promptly disclose to the Contractor (or Subcontractor) any defect, omission, error, or deficiency in the Contract Documents or in the Work of which it has knowledge.

2. A provision that the Owner and its authorized representatives shall have the right to conduct audits or other examinations of the Subcontractor’s (or Sub-subcontractor’s) books and records relating to the Claims and any Change Orders in which the price is determined on the basis of actual costs incurred.

3. A provision requiring the Subcontractor (or Sub-subcontractor) to submit certificates and waivers of liens for work completed by it and its Sub-subcontractors as a condition to the disbursement of the progress payment next due and owing.

4. A provision requiring the submission to the Contractor (or Subcontractor, as the case may be) of Applications of Payment in a form approved by Owner, together with clearly defined invoices and billings supporting all such applications.

5. A provision requiring, if applicable to the Project, that each Subcontractor acknowledge that its agreement is subject to a Project Labor Agreement, and further requiring that upon execution of its Subcontract, the Subcontractor shall execute the Letter of Assent attached to the Project Labor Agreement (which is attached as Exhibit "A").

§5.3.5 The Contractor shall be responsible for any and all Subcontractors working under it and shall ensure that all Subcontractors are carrying insurance so as to relieve the Owner, Architect and Architect’s Consultants from any and all liability.

§5.3.6 The Owner or Architect assumes no responsibility for the overlapping or omissions of parts of the Work by various Subcontractors in their Contracts with the Contractor, because this is solely the Contractor’s responsibility.

§5.3.7 Contractor shall, upon request, provide Owner with copies of all subcontracts, which shall be in writing and shall contain mechanics’ lien waiver provisions as set forth below in Section 2.1.2, and indemnification provisions as required in Section 3.18. All subcontracts shall provide that if for any reason this Contract is terminated, each subcontractor will, at the option and request of Owner (as hereinafter defined), continue to perform in accordance with the terms of its subcontract for the benefit of Owner. At Owner’s option, payments otherwise owed to Contractor under this Contract for the benefit of its subcontractors and suppliers may be made directly to such suppliers and subcontractors. Contractor shall require all subcontractors to execute and submit, to Contractor and the Owner, a Quality Control Plan (which must designate the subcontractor’s Quality Control Manager), for such subcontractor’s work. Contractor’s failure to comply with any of the provisions of this Section shall be deemed a material breach and default by Contractor.

§5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

1. assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor’s rights and obligations under the subcontract.

§5.4.2 If the Work in connection with a subcontract is suspended for more than 30 days after termination of the Contract by Owner pursuant to Section 14.2 and the Owner accepts assignment of such subcontract, the subcontractor’s compensation shall be equitably adjusted for any increase in direct costs incurred by such subcontractor as a result of the suspension.

§5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall not remain legally responsible for all of the successor contractor’s obligations under the subcontract.
§ 5.5 OWNER PAYMENTS TO SUBCONTRACTORS

§ 5.5.1 In the event of any default hereunder by the Contractor, or in the event the Contractor fails to render payment to a Subcontractor that is not the fault of a Subcontractor, the Owner may make direct payment to Subcontractor, less appropriate retainage. In that event, the amount so paid the Subcontractor shall be deducted from the payment to the Contractor.

§ 5.5.2 Nothing contained herein shall create any obligation on the part of the Owner to make any payments to any Subcontractor, and no payment by the Owner to any Subcontractor shall create any contractual or common law obligation to make any further payments to any Subcontractor.

§ 5.5.3 Contractor shall pay its subcontractors, vendors and suppliers in accordance with any applicable state or local requirements, such as a Prompt Payment Act, if any.

§ 5.5.4 In the event that the Contractor fails to pay Contractor’s subcontractors, vendors and suppliers within ten (10) days of receipt of its Progress Payment from Owner, Contractor shall promptly notify Owner and Project Manager, in writing, of the (a) name of the subcontractor, supplier or vendor that has not received payment, (b) the amount of any payments withheld or delayed, and (c) the legal and factual basis for failing to make such payments.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner’s own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Intentionally deleted.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor’s construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor’s Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report in writing to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner’s or separate contractor’s completed or partially completed construction is fit and proper to receive the Contractor’s Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor’s delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the contractor incurs because of a separate contractor’s delays, improperly timed activities, damage to the Work to the extent any foregoing are caused by the Owner or a separate Contractor and defective construction.
§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

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

§ 6.2.6 If a separate Contractor initiates legal or any other proceedings against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor and the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorney’s fees and court or other costs, which the Owner incurs over and above those paid for directly by the Contractor.

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

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

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

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

§ 7.2 CHANGE ORDERS
§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:
.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

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

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

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.7.

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

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor’s agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

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

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

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers’ compensation insurance;
.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
.5 Additional costs of supervision and field office personnel directly attributable to the change.

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect’s professional judgment, to be reasonably justified. The Architect’s interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

§ 7.4 MINOR CHANGES IN THE WORK
The Architect, with the Owner’s approval, has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8  TIME
§ 8.1 DEFINITIONS
§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.
§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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

§ 8.2 PROGRESS AND COMPLETION
§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a Notice to Proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic’s liens and other security interests.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME
§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work pursuant to Change Orders that provide for an extension of Contract Time; or by labor disputes, industry-wide strikes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor’s control; and which could not have been anticipated by it, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect and Owner may determine. Contractor will manage onsite and/or site related labor disputes. No such Change Order extending the Contract Time shall result in any increased payments to the Contractor for overhead or any other amounts of any nature unless agreed to in writing.

§ 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.

§ 8.3.4 If Contractor wishes to make any claim for delay, Contractor shall notify Owner in writing of the nature and expected duration of the delay not later than three business days after Contractor becomes aware of the events or circumstances giving rise to the delay, including in such notice all feasible recommendations of Contractor for minimizing the effects of such delay. Such written notice, given within said three business day period, shall be a condition precedent to any claim by Contractor for an extension of the time for Substantial Completion. Furthermore, and notwithstanding anything else in this Contract to the contrary, Contractor’s sole rights respecting a delay shall be to obtain, by Change Order, an extension of the date of Substantial Completion, and all other rights to additional compensation or damages are irrevocably waived. The Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or failure to act of the Owner or any of its officers, directors, employees, architects, or other representatives, or because of any injunctions which may be brought against the Owner or its representatives.

ARTICLE 9 PAYMENTS AND COMPLETION
§ 9.1 CONTRACT SUM
The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES
Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as
the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

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

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

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

§ 9.3.1.3 With each Application for Payment, the Contractor shall (1) certify that the Application for Payment represents a just estimate of Work performed and materials supplied during the period covered by the Application for Payment; (2) certify that there are no known construction liens outstanding at the date of the Application for Payment, except for such bills not paid but so included there is no known basis for the filing of any construction liens on the Work and that waivers from all Subcontractors and all material suppliers have been obtained in such form as to constitute an effective waiver of liens under applicable state laws; (3) provide Contractor’s waiver of lien for all amounts requested in such Application for Payment; (4) provide waivers of lien from each Subcontractor, material supplier, and all other parties that provided labor or material for which payment was requested under previous Applications for Payment; and (5) provide any other information reasonably requested by Owner’s title insurance company as a prerequisite for such title insurance company to insure over mechanic’s liens, construction liens and all other similar liens attributable to the Work covered by the applicable Application for Payment.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Notwithstanding the foregoing, Contractor hereby acknowledges that Owner has no obligation to make payments for materials and equipment stored off site. 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. Partial or complete payment for materials and equipment stored either on or off site shall not be construed as releasing the Contractor of its responsibility for the care and protection of such materials and equipment used. Contractor shall be responsible for any and all damage to such materials and equipment occurring prior to the incorporation of such materials and equipment into the Work on the Project site and Owner shall have the right in addition to all other remedies available to Owner under the Contract to reject any such materials and equipment damaged prior to the incorporation thereof in to the Work on the Project site. Materials and equipment stored either on or off site requiring protection from weather, heat, cold or moisture shall be suitably protected by Contractor as required by the material manufacturer. The materials and equipment shall be labeled as the property of the Owner and shall be accessible to the Owner for inspection at all times and shall be segregated from other materials and equipment at the storage facility. If the Contractor requests payment for material stored either on or off site, Owner shall be entitled to receive, at the minimum, the following prior to making payment:

1. receipt of a Bill of Sale;
2. proof of suitable and convenient storage; and,
3. receipt of a certificate of insurance naming the Owner as loss payee which insurance should cover the stored materials and equipment in an amount equal to the full replacement value of such materials and equipment.

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

§ 9.4 CERTIFICATES FOR PAYMENT
§ 9.4.1 The Architect will, within seven days after receipt of the Contractor’s Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect’s reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect’s evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified.

§ 9.4.3 The Architect’s Certificate for Payment shall also constitute a representation to the Owner that all lien releases and certificates required under the Contract Documents have been furnished to Architect in proper form and are based on the Architect’s observations at the site and all other information available to Architect. In addition, Owner may require certificates from Architect, Engineer or Construction Manager, whichever Owner considers appropriate, which will confirm that the certifying party has reviewed construction means, method, techniques, sequences and procedures, and reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by Owner to substantiate Contractor’s right to payment. In addition to the matters enumerated in Section 9.5.1 of the General Conditions, the Architect may also withhold a Certificate of Payment in whole or in part for the following additional reasons:

1. failure to meet the requirements for application for payment or for supporting data;
2. failure to proceed with any requested changes in the Work as required by the Contract Documents; or
3. any claims which Owner may have against Contractor under the Contract Documents, to the extent of the amount in dispute under such claim.

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

1. defective Work not remedied;
2. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
3. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
5. damage to the Owner or a separate contractor;
6. reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
7. repeated failure to carry out the Work in accordance with the Contract Documents.
§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall not be deemed in default of the Agreement by reason of withholding payment while any of the above grounds remain uncured.

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

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. If Owner does not agree with such Certificate for Payment, Architect shall provide Owner with all of the items reasonably requested by Owner and shall work with Owner, whether making recommendations or revising the Certificate for Payment, until Owner and Architect are in agreement with the Certificate for Payment, at which point, Owner shall make payment in the manner and within the time provided in the Contract Documents (subject to reasonable extension to resolve any dispute described herein), and shall so notify Architect.

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

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

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

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

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner.

§ 9.6.8 In the event the Owner or the Owner’s Representative determines that the Contractor is not reasonably performing the Work, either by failing to reasonably follow the schedule, or by failing to adequately perform the Work (all to be determined by the reasonable judgment of the Owner or the Owner’s Representative), the Owner shall have the right to make progress payments at a rate of eighty-five percent (85%) of the amount due the Contractor for each payment until such time as the Owner or the Owner’s Representative certifies that the Contractor is in full compliance with the schedule and all other conditions of the Contract for Construction. The Contractor shall have no claim against the Owner or the Owner’s Representative, at law or in equity or otherwise, that arises out of the Owner’s or the Owner’s Representative’s actions pursuant to this provision.

§ 9.7 FAILURE OF PAYMENT

§ 9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor’s Application for Payment, or if the Owner does not pay the Contractor within seven
days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents. Notwithstanding the foregoing, the Contractor shall not stop the work during the pendency of a bona fide dispute between the Owner and the Contractor provided any sums in dispute are placed in escrow pursuant to written instructions that require said disputed sum to be released in accordance with the resolution of the dispute.

§ 9.7.2 If the owner is entitled to reimbursement or payment from the Contractor pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner or if the Owner incurs any costs and expenses to cure any default of the Contractor or the correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and
submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor’s written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect’s knowledge, information and belief, and on the basis of the Architect’s on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect’s final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor’s being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner’s property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days’ prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, (6) all warranties and guarantees required under or pursuant to the Contract Documents assembled as part of the final Application for Payments and (7) evidence satisfactory to the Owner that Contractor has met all requirements set forth in subsection 5.2 of AIA Document A102-2007 as amended herein. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys’ fees.

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

§ 9.10.4 Notwithstanding any provision in the Contract to the contrary, Final Payment shall not be due to Contractor unless and until, in addition to all other conditions set forth in this Contract, the Project shall have been completed to Owner’s satisfaction. The Project shall be deemed completed for purposes of this Contract only when (1) the Project has been completed in accordance with the Drawings and Specifications (as they may have been amended and supplemented with the written approval of the Owner), and in accordance with all applicable statutes, laws and ordinances, and with the rules, regulations and requirements of all regulatory authorities having jurisdiction; (2) the Project is ready for use, occupancy and operation without any further work necessary for the completion of the same (except for minor "punch list" items which do not interfere with the legal, safe, and functional and comfortable use
and occupancy of the Project or any part of the Project and for which a reserve is established in an amount acceptable to Owner in Owner’s sole discretion); (3) the Architect shall have certified to the Owner in writing its Certificate of Completion in accordance with these provisions and the Contract Documents; (4) certificates of occupancy and such other certificates, permits, and approvals, required for lawful occupancy of the Project shall have been issued; (5) the Contractor shall have provided and installed all fixtures, equipment and supplies necessary for the operation of the Project to the extent required by the Drawings and Specifications; and (6) the Contractor shall have delivered to the Owner all as built Drawings and Specifications, operating manuals, warranties and guarantees applicable to the Project. Not later than at completion of the Project and the delivery of the Final Payment due hereunder to the Contractor, the Contractor shall furnish to the Owner a release of liens satisfactory to the Owner from Contractor and all subcontractors and materialmen as the Owner may require indicating that the Project has been constructed and completed free and clear of all liens, encumbrances, and security interests. The making of final payment shall not constitute a waiver of any claims by the Owner arising out of faulty or defective Work appearing after final completion. In the event the Contractor does not achieve final completion within sixty days after the date of Substantial Completion, allowing for approved extensions of the Contract Time, the Contractor shall not be entitled to any further payment, and the Contractor hereby agrees that such failure to complete the Work within the time set forth above shall constitute a waiver of all claims by the Contractor to any money that may be due. This provision shall not operate as a waiver by the Owner of any claims of any nature against the Contractor arising out of the Contract. The Contractor shall deliver to the Owner a certificate stating that all Quality Control standards have been followed in the completion of the Work.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.1.2 The Contractor shall create and enforce appropriate safety programs and procedures and shall review the safety programs of each of the subcontractors and shall make appropriate recommendations. The Contractor shall perform such inspections as are necessary for adequate review and recommendations. The Contractor shall implement additional safety programs or procedures as may be recommended by Owner or Architect for the purpose of reducing injuries or risks associated with the Work. Compliance with such recommended safety programs or procedures shall not be considered as an addition to the Contract Sum.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

1. employees on the Work and other persons who may be affected thereby;
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor’s Subcontractors or Subsubcontractors; and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. If the Contractor fails to give such notices, or fails to comply with such laws, ordinances, rules, regulations, conditions of Owner’s land use approvals, and lawful orders, the Contractor shall indemnify, defend and hold the Owner, Architect and their respective employees, officers and agents harmless from and against any all claims, fines, penalties, judgments or damages, including but not limited to, attorney’s fees, imposed on or incurred by the parties so indemnified as a result thereof.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The foregoing obligations of the Contractor are in addition to the Contractor’s obligations under Section 3.18.

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

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

§ 10.2.8 When all or any portion of the Work is suspended, the Contractor shall securely fasten down all coverings to protect the Work, as reasonably necessary, from damage by any cause whatsoever, including the weather, and take reasonable steps to secure the site from unauthorized access. If the suspension is caused by a Contractor default hereunder, then the costs incurred by the Contractor’s sole responsibility and shall not be added to the Contract Sum. If the Work is suspended for any reason other than default by Contractor hereunder, then all costs incurred by the Contractor under this Section shall be added to the Contract Sum.

§ 10.3 HAZARDOUS MATERIALS

The Contractor shall not cause or permit any “Hazardous Materials” (as defined herein) to be brought upon, kept, or used in or about the Project site except to the extent such Hazardous Materials: (1) are necessary for the prosecution of the Work; (2) are required pursuant to the Contract Documents; and (3) have been approved in writing by Owner. Any Hazardous Materials allowed to be used on the Project site shall be used, stored, and disposed of in compliance with all applicable laws relating to such Hazardous Materials. Any unused or surplus Hazardous Materials, as well as any other Hazardous Materials that have been placed, released, or discharged on the Project site by the Contractor or any of its employees, agents, suppliers, or subcontractors, shall be removed from the Project site at the earlier of: (1) the completion of the Work requiring the use of such Hazardous Materials; (2) the completion of the Work as a whole; or (3) within twenty-four (24) hours following the Owner’s demand for such removal. Such removal shall be undertaken by the Contractor at its sole cost and expense and shall be performed in accordance with all applicable laws. Any damage to the Work, the Project site, or any adjacent property resulting from the improper use of or any discharge or release of Hazardous Materials shall be remedied by the Contractor at its sole cost and expense and in compliance with all applicable laws and so as to restore the Project site and any other affected properties to their original condition. The Contractor shall immediately notify the Owner of any release or discharge of any Hazardous Materials on the Project site. The Contractor shall provide the Owner with copies of all warning labels on products which the Contractor or any of its subcontractors will be using in connection with the Work, and the Contractor shall be responsible for making any and all disclosures required under applicable “Community Right to Know” or similar laws. The Contractor shall immediately notify the Owner of any citations, orders, or warnings issued to or received by the Contractor, or of which the Contractor otherwise becomes aware, which relate to any Hazardous Materials on the Project site. Without limiting any other indemnification provisions pursuant to law or specified in this Contract, the Contractor shall indemnify, defend (at the Contractor’s sole cost, and with legal counsel approved by Owner), and hold the Indemnified Parties harmless from and against any and all claims, demands, losses, damages, disbursements, liabilities, obligations, fines, penalties, costs, and expenses for removing or remedying the effect of any Hazardous Materials on, under, from or about the Project site, arising out of or relating to, directly or indirectly, the Contractor’s failure to comply with any of the requirements herein. As used herein, the term “Hazardous Materials” means any hazardous or toxic substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table, or listed by the Environmental Protection Agency as hazardous substances, and any substances, materials, or wastes that are or become regulated under federal, state or local law. The Owner shall not be responsible for Hazardous Materials and substances brought to the site by the Contractor unless such materials or substances were required by the Contract Documents and Contractor has complied with its obligations with respect to Hazardous Materials.
§ 10.4 EMERGENCIES
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor’s discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS
§ 11.1 CONTRACTOR’S LIABILITY INSURANCE
§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor’s operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers’ compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor’s employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor’s employees;
4. Claims for damages insured by usual personal injury liability coverage;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7. Claims for bodily injury or property damage arising out of completed operations; and
8. Claims involving contractual liability insurance applicable to the Contractor’s obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor’s completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

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

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect’s consultants as additional insureds for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s completed operations.

§ 11.2 OWNER’S LIABILITY INSURANCE
The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance.
§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

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

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

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

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

§ 11.3.2 BOILER AND MACHINERY INSURANCE

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

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner’s option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner’s property due to fire or other hazards, however caused.

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

§ 11.3.5 Intentionally deleted.

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

§ 11.3.7 WAIVERS OF SUBROGATION
The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect’s consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work. The Owner or Contractor, as appropriate, shall require of the Architect, Architect’s consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

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

§ 11.3.10 The Owner in good faith shall have power to adjust and settle a loss with insurers.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND
§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK
§ 12.1 UNCOVERING OF WORK
§ 12.1.1 If a portion of the Work is covered contrary to the Architect’s request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect’s examination and be replaced at the Contractor’s expense without change in the Contract Time.

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

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor’s obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition based upon complete and accurate disclosure by the Contractor of all material information relating to such portion of the Work. Notwithstanding the immediately preceding sentence, such one-year period with respect to any portion of the Work relating to any particular building within the Project shall commence upon Final Completion of such building and occupancy of such building by Owner. The Owner shall give such notice promptly after discovery of the condition. The Contractor further agrees to replace, repair or restore any parts of the Work, the Owner’s work or materials, or other items or property located in the project that are injured or damaged as a consequence of defective or nonconforming Work or corrective action taken pursuant thereto. 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 under Section 12.2.2. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 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, for an additional one-year period for such corrective Work commencing from the date the Contractor completes such corrective Work.

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

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor’s liability with respect to the Contractor’s obligations other than specifically to correct the Work.

§ 12.2.6 Corrective work shall be warranted to be free from defects for a period of one year after the date of final acceptance of the Work as provided in the Contract Documents (subject to extension as hereinafter described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from the Owner. This obligation shall survive final acceptance of the Work under this Contract and termination of this Contract. The Owner does not waive its right to require correction to the Work or to make a claim for breach of Contractor’s obligations under the Contract Documents by reason of any failure to notify the Contractor of the need for such correction within a one year period; and Contractor acknowledges that the one year period will commence at the time any corrective Work is completed.
§ 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.

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

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

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

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

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

§ 13.4.3 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner the validity, enforceability or effect of the remaining parts and provisions of the Contract Documents.

§ 13.5 TESTS AND INSPECTIONS
§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner’s expense.
§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect’s services and expenses shall be at the Contractor’s expense.

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

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

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

§ 13.5.7 Contractor agrees that Owner has no obligation to test, inspect or insure the quality of Contractor’s Work during the progress of the Work, and that under no circumstances will Owner (or its representatives) be deemed to have waived Contractor’s responsibility to complete construction in accordance with the Contract Documents and this Agreement.

§ 13.6 INTEREST
Intentionally deleted.

§ 13.7 TIME LIMITS ON CLAIMS
§ 13.7.1 The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

§ 13.7.2 The time limit on claims set forth in Section 13.7 shall apply only to claims by Contractor. Owner’s claims shall be subject to the statute of limitations applicable to such claims under controlling law. No applicable statute of limitations shall be deemed to have commenced with respect to any portion of the Work which is not in accordance with the requirements of the Contract Documents, which would not be visible or apparent upon conducting a reasonable investigation, and which is not discovered by the Owner until after the date which, but for this Section 13.7, would be the date of commencement of the applicable statute of limitations; the applicable statute of limitations instead shall be deemed to have commenced on the date of such discovery by Owner.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT
§ 14.1 TERMINATION BY THE CONTRACTOR
§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor. Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.
§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days’ written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner’s obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days’ written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.1.5 Contractor shall not exercise any right to terminate this Contract or to stop or suspend its Work under this Contract, by reason of an asserted default of Owner, unless such default is material and (if the default is by its nature curable) unless the Owner has been afforded a period of not less than 15 days to cure the default following written notice. Furthermore, no failure of Owner to make payment to Contractor shall be deemed cause for termination or Work stoppage or suspension by Contractor, if the payment in question is disputed by Owner and if Owner pays to Contractor the amount which is not in dispute.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

1. repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
3. disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
4. otherwise is guilty of substantial breach of a provision of the Contract Documents;
5. Contractor is adjudged bankrupt or insolvent, subject to the provisions of the Bankruptcy Laws and Specifically 11 U.S.C., Section 365;
6. Contractor makes a general assignment for the benefit of creditors;
7. a trustee or receiver is appointed for the Contractor or for any of Contractor’s property;
8. Contractor files a petition to take advantage of any debtor’s act, or to reorganize under the bankruptcy or similar laws; or
9. Contractor disregards the authority of the Architect.

§ 14.2.2 When any of the above reasons exist, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor’s surety, if any, seven days’ written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

1. Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
2. Accept assignment of subcontracts pursuant to Section 5.4; and
3. Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect’s services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.
§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
2. that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.3.3 In addition to Owner's right to suspend, delay, or interrupt Contractor from any part of Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, suspend, delay, or interrupt any part of Work or any Subcontract or all Work for any reason whatsoever for such period of time as the Owner may determine by giving seven days' prior written notice to Contractor specifying the part of Work or Subcontract to be suspended, delayed, or interrupted and the effective date of such suspension, delay, or interruption; as the case may be. Contractor shall continue to prosecute the part of Work not suspended, delayed, or interrupted and shall properly protect and secure the part of Work so suspended, delayed, or interrupted, so far as is necessary in Owner's reasonable opinion. If any part of the Work or a Subcontract is so suspended, delayed, or interrupted, Contractor shall be entitled to payment of reasonable standby fees (or at Owner's option, payment for demobilization and subsequent remobilization) and of costs directly associated with protecting and securing the affected Work, provided said costs are authorized in advance by Architect and Owner. No payment shall be made by Owner, however, to the extent that such Work or Subcontract is, was, or could have been suspended, delayed, or interrupted under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract Documents. In case of such suspension, delay, or interruption, Owner will issue a Construction Change Directive or authorize a Change Order making any required adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE
§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner’s convenience, the Contractor shall
1. cease operations as directed by the Owner in the notice;
2. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner’s convenience, the Contractor shall be entitled to receive payment for Work executed and properly performed through the date of termination, including reasonable overhead and profit on that portion of the Work performed, but excluding overhead and profit for Work not yet performed.

§ 14.4.4 If Owner terminates the Contract for cause pursuant to Section 14.2 and it is subsequently determined that the Owner was not authorized to terminate the Contract as provided in Section 14.2, the Owner’s termination shall be treated as a termination for convenience under Section 14.4 and the rights and obligations of the parties shall be the same as if the Owner has issued a notice of termination to the Contractor as provided in Section 14.4.

ARTICLE 15 CLAIMS AND DISPUTES
§ 15.1 CLAIMS
§ 15.1.1 DEFINITION
A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term “Claim” also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS
Claims by either the Owner or Contractor must be initiated by written notice to the other party with a copy sent to the Architect. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Architect and the other party and must include the amount of...
§ 15.1.3 CONTINUING CONTRACT PERFORMANCE
Pending final resolution of a Claim or other dispute, 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 CLAIMS FOR ADDITIONAL COST
If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME
§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor’s Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES
The Contractor waives Claims against each other for consequential damages arising out of or relating to this Contract. This waiver includes 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 Contractor’s termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 DISPUTE RESOLUTION
§ 15.2.1 If a dispute should arise regarding the obligations of Owner or Contractor in connection with the Project, the parties will attempt to resolve the dispute in accordance with this Article. However, unless Owner requires otherwise, and regardless of the size or nature of the dispute, Contractor shall not cease or delay performance of its obligations under this Contract during the existence of the dispute. Likewise, Contractor shall be entitled to payments pursuant to the provisions of the Contract Documents for the portion of the Work, if any, which is undisputed during the existence of the dispute. Should Contractor stop or delay the progress of the Project because of a dispute, Contractor shall be responsible for damages (both direct and consequential) to Owner for any losses suffered as a result of the delay.

§ 15.2.2 If any dispute, controversy or claim arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions.

§ 15.2.3 All disputes arising in connection with this Agreement shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania. The parties hereto irrevocably consent to the exclusive jurisdiction of the First Judicial District of Pennsylvania, being the Commerce Program of the Philadelphia Court of Common Pleas.

§ 15.3 MEDIATION
Intentionally deleted.

§ 15.4 ARBITRATION
Intentionally deleted.

§ 15.4.4 CONSOLIDATION OR JOINER
Intentionally deleted.
SECTION 00 73 00
SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.01 PHILADELPHIA PARKING AUTHORITY DOCUMENT
   A. The Supplementary Conditions applicable to the executed contract with the Prime Contractor
      are attached following this page.

1.02 RELATED REQUIREMENTS
   A. Section 00 21 13 - Instructions to Bidders.
   B. Section 00 41 00 - Bid Form.
   C. Section 00 50 00 - Contracting Forms and Supplements.
   D. Section 00 52 00 - Agreement Form.
   E. Section 00 72 00 - General Conditions of the Contract.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION
SECTION 00 73 00
SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS TO THE CONSTRUCTION CONTRACT

These Supplementary Conditions amends, supplements and modifies the AIA Documents A101-2007 (the "Agreement") and A201-2007 (the "General Conditions") to which these Supplementary Conditions are attached. To the extent of any inconsistency between or among any of the terms, conditions or provisions in any of the aforesaid documents, the exhibits and documents which are attached and referenced in said documents, or these Supplementary Conditions, it shall be presumed that (i) the terms of these Supplementary Conditions shall prevail over any inconsistent terms, and (ii) generally, those terms, conditions or provisions having the more comprehensive, stricter or demanding requirement for the benefit of Owner shall control, and (iii) if there is any ambiguity or conflict among or between any provisions of the Contract Documents, the provisions of the Agreement, these Supplementary Conditions, the Bid Form, the Drawings and Specifications and the General Conditions shall be controlling in the foregoing order of reference thereto.

1. Definitions.

1.1 Agreement

The Agreement between the Owner and the Contractor, AIA Document A101-2007 "Standard Form of Agreement between Owner and Contractor, where the basis of payment is a Stipulated Sum," as modified, to which these Supplementary Conditions is attached.

1.2 AIA Document A201-2007 "General Conditions of the Contract for Construction", as modified by these Supplementary Conditions. All provisions not amended or supplemented by these Supplementary Conditions remain in full force and effect.

1.3 Project Manager:

The term Project Manager as used herein shall mean:

Chris Perks PE
Philadelphia Parking Authority
701 Market Street, Suite 5400
Philadelphia, PA 19106
(215) 683-9951
cperks@philapark.org

1.4 Architect:

The term Architect as used herein shall mean:

Carlos Raul Rodriguez Architect
1961 Browning Road
Pennsauken, NJ 08110-2941
(856) 663-0606
(856) 663-3216 FAX
crrarch@verizon.net
1.5 Owner:

The term Owner as used herein shall also mean the Tenant:

Philadelphia Parking Authority
701 Market Street, Suite 5400
Philadelphia, PA 19106
(215) 683-9600

1.6 Contractor:

The term Contractor as used herein shall refer to the Prime General Contractor and any superintendents, foremen, agents and employees thereof.

2. Architect. Although reference is made herein to various functions and duties of the Architect, as set forth in the Agreement all references to "Architect" shall be construed to mean "Owner or any representative of Owner, as Owner may designate." In addition to the inspections made by Architect, Owner shall have the right to designate its own construction representative for the purpose of making inspections and verifying compliance with the terms of this Contract, and each Contractor shall furnish its full cooperation to such representative. In no event shall the Architect have any right to interpret any matter which is in controversy, or to decide any controversy which may arise between the parties, except for interpretive matters of a purely aesthetic nature relating to Drawings and Specifications. Communications between Owner and the Contractor need not be made through the Architect.

3. Coordination. The Contractor shall comply with the directions of the Owner. Contractor agrees to be responsible for the coordination among its Subcontractors and for their adherence to the coordination directions of the Owner. The Contractor further agrees to coordinate its work with the work of other contractors in and around the Project site undertaken by Owner or others. The Contractor shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The Owner shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement and its performance hereof. The Contractor shall preserve all such records for a period of three (3) years after final payment or longer if required by law.

4. Intent. The Work shall consist not only of all items specifically included in the Contract Documents but also all additional items of work which are reasonably inferable from that which is specified in the Contract Documents in order to complete the Work in accordance with the Contract Documents, including, without limitation, any additional items necessary to coordinate the Work with work of other Contractors. In connection with the foregoing, the Contract Documents are complementary, and what is required by any one Contract Document shall be as binding as if required by all. To the extent that any additional work is reasonably inferable from the Contract Documents, Contractor shall perform the same as part of the Work at no additional costs or time to Owner.

5. Safety. The Contractor shall create and enforce appropriate safety programs and procedures and shall review the safety programs of each of the subcontractors and shall make appropriate recommendations. The Contractor shall perform such inspections as are necessary for adequate review and recommendations. The Contractor shall implement additional safety programs or procedures as may be recommended by Owner or Architect for the purpose of reducing injuries or risks associated with the Work. Compliance with such recommended safety programs or procedures shall not be considered as an addition to the Contract Sum.

6. Substantial Completion. "Substantial Completion" shall mean that (a) the Project referred to in the Contract Documents is in such state of completion, as will allow the Project to be used,
occupied for its intended operational purpose, except for minor "punch list items" which do not materially affect such use, occupancy or operation and which can be completed by the Contractor without material interference with the use and operation of the Project by users of the Project, (b) a permanent Certificate of Occupancy for the Project has been obtained, lawfully permitting occupancy thereof and all designated or required governmental inspections and certifications have been made and posted, (c) all systems and facilities included in the Work are in good operating order and condition, and (d) if the Contract Documents include the performance of site work, access and/or parking areas, all such site work, access and parking areas have been substantially completed and are usable as intended.

7. **Subcontracts.** The Contractor shall, upon request, provide Owner with copies of all subcontracts, which shall be in writing and shall contain mechanics' lien waiver provisions as set forth below in Paragraph 8 of these Supplementary Conditions, and indemnification provisions as required in Paragraph 15.16 of these Supplementary Conditions. All subcontracts shall provide that if for any reason this Contract is terminated, each subcontractor will, at the option and request of Owner (as hereinafter defined), continue to perform in accordance with the terms of its subcontract for the benefit of Owner. At Owner's option, payments otherwise owed to Contractor under this Contract for the benefit of its subcontractors and suppliers may be made directly to such suppliers and subcontractors. Contractor shall require all subcontractors to execute and submit, to Contractor and the Philadelphia Parking Authority, a Quality Control Plan (which must designate the subcontractor's Quality Control Manager), for such subcontractor's work. Contractor shall require all subcontractors to execute and submit, to Contractor and the Philadelphia Parking Authority, a Quality Control Plan (which must designate the subcontractor's Quality Control Manager), for such subcontractor's work. Contractor's failure to comply with any of the provisions of this Paragraph shall be deemed a material breach and default by Contractor.

8. **Mechanics' Liens.**

8.1 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner upon receipt of such payment by the Contractor free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to as "liens."

8.2 The Contractor shall provide a lien waiver to the Owner immediately on receipt of payment from the Owner for the full amount of all payments received, including retention paid to the retention escrow account. Such lien waiver shall be on a form approved by the Owner. Contractor agrees that it shall not be entitled to payment on any subsequent Application for Payment prior to delivery of the lien waiver due upon receipt of any payment received.

8.3 In the event any lien is filed arising out of Work performed under this Agreement, and provided that Owner is not in default of any payment obligation under this Agreement, the Contractor agrees to and shall immediately execute and file a bond as necessary to release Owner's property from such lien.

8.4 To the fullest extent permitted by Pennsylvania Mechanics Lien Law, 49 P.S. §§ 1101 et. seq., it is the parties' intent that Contractor shall obtain valid and enforceable waivers of mechanics' and/or materialmen's liens from all subcontractors. In order to do so, Contractor shall post a bond guaranteeing payment for labor and materials provided by Subcontractors as expressly required by Paragraph 15.18 of these Supplementary Conditions, and shall include the following provision in all subcontracts:

"In consideration of and reliance upon the fact that Contractor has posted a bond guaranteeing payment for all labor and materials provided by Subcontractor, Subcontractor, for itself and anyone else acting through or under it, covenants and
agrees that no mechanics' or materialmen's liens or claims shall be filed or maintained by it, them or any of them, for or on account of any work to be done or materials furnished under this Subcontract. Subcontractor, for it and any sub subcontractor and anyone else acting or claiming through or under it, hereby waives and relinquishes all right to file a mechanics' or materialmen's lien, claim or notice of intention to file any lien or claim. This Section is a separate and independent covenant and shall be operative and effective with respect to work or labor done and materials furnished under any supplemental contract or contracts for extra or different work, although the covenant might not be referred to therein, as well as to work and labor to be done or materials to be furnished under this Subcontract. This undertaking shall be further implemented by the execution and delivery by the Subcontractor to the Contractor prior to or simultaneously with the execution of this Subcontract of a general Waiver of Liens to be filed on record prior to the commencement of any Work by the Subcontractor, which Waiver of Liens shall inure to the benefit of Contractor and of the Philadelphia Parking Authority ("Owner"), City of Philadelphia and the Commonwealth of Pennsylvania. In order to give Owner and full power and authority to protect themselves and the Project and real estate described in the Contract Documents against any and all mechanics' liens or claims filed by Subcontractor or by any sub-subcontractor or anyone else under or through it in violation of this Section:

"(a) Subcontractor for itself and for any sub-subcontractor and anyone else acting under or through them hereby irrevocably authorizes and empowers any attorney of any court of competent jurisdiction of the Commonwealth of Pennsylvania, or elsewhere, to appear as attorney for it, them or any of them in any such court and, in his or their name or names, mark satisfied of record at the cost and expense of Subcontractor or of them or any of them, any and all such claim or claims, lien or liens, filed in violation of this Section, or cause to be filed in connection with such claim or claims, lien or liens (in the name of Subcontractor or any sub-subcontractor or anyone else acting under or through it) any pleading or instrument previously filed or signed by it or them, to incorporate therein as part of the record the waiver contained in this Section and for such act or acts this Subcontract shall be good and sufficient warrant and authority, and Subcontractor for itself, and for any subcontractor or anyone else acting under or through it hereby waives all rights and all manner of errors, defects and imperfections whatsoever in entering such satisfaction or in filing such pleading, instrument or amendment, or in any way concerning them.

"(b) Owner shall have the absolute right in its own name or in the name of Subcontractor or any sub-subcontractor or any other person who shall have filed such a claim or lien, to cause any and all such claims or liens to be discharged by any other instrument, pleading or proceeding permitted at law or in equity. Subcontractor, any sub-subcontractor and any other person who shall have filed any such claim or lien shall indemnify Owner against the claim or lien and against all direct and consequential loss resulting in any way from the filing of any mechanics' claim or lien and shall pay or cause to be paid to Owner the amount of its loss, with interest and all expenses incident to their having discharged such claim or lien, including attorneys' fees, costs and other disbursements."

8.5 In the event of any dispute with a Subcontractor or supplier which is not resolved in a reasonable period of time, or in the event of Owner's receipt of notice of intention to file a lien or the filing of any lien which is not immediately resolved by Contractor, the Owner may, at its option, and upon reasonable written notice to Contractor, make payments otherwise owed to Contractor under this Agreement directly to Subcontractors or suppliers by joint payment arrangements.

8.6 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner including any of Its affiliates, parents, and subsidiaries), and all of
their agents and employees, from and against all claims, damages (including, but not limited to, direct, indirect or consequential damages), loss, or expenses (including, but not limited to, attorneys' fees) arising out of or resulting from Contractor's breach of any of the provisions of Paragraphs 7 and 8 of these Supplementary Conditions.

9. **Licenses and Permits.** Contractor shall obtain and keep in force during its performance of any Work or services hereunder, at no cost to Owner, and without affecting the Cost of the Work, all licenses and permits required by the Commonwealth of Pennsylvania or any other governmental authority for the lawful conduct of Contractor's business. Contractor shall obtain all permits, approvals and licenses required for the execution of the Work.

10. **Reserved**

11. **Commencement and Completion Time.**

11.1 The Contractor will begin Work no later than five (5) calendar days from receipt of written Notice to Proceed, except as prohibited by weather conditions which prevent a satisfactory installation of the Work. All Work shall be substantially completed no later than the schedule completion dates listed on the project schedule submitted with the bid from which date the Contractor is given Notice to Proceed.

11.2 If Contractor fails to complete the Work to Owner's satisfaction by the scheduled completion date (regardless of whether the Work includes alternates), Contractor will pay five-hundred dollars ($500.00) per day as damages for delay for each calendar day for failure to meet the scheduled completion date.

11.3 If Work includes Alternate(s), all Work shall be completed and operational no later than the scheduled completion date.

12. **Delays.** If Contractor wishes to make any claim for delay, Contractor shall notify Owner in writing of the nature and expected duration of the delay not later than three (3) business days after Contractor becomes aware of the events or circumstances giving rise to the delay, including in such notice all feasible recommendations of Contractor for minimizing the effects of such delay. Such written notice, given within said three (3) business day period, shall be a condition precedent to any claim by Contractor for an extension of the time for Substantial Completion. Furthermore, and notwithstanding anything else in this Contract to the contrary, Contractor's sole rights respecting a delay shall be to obtain, by Change Order, an extension of the date of Substantial Completion, and all other rights to additional compensation or damages are irrevocably waived. The Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or failure to act of the Owner or any of its Officers, Directors, Employees, Architects, or other representatives, or because of any injunctions which may be brought against the Owner or its representatives.

13. **Progress Payment Reductions.** In the event the Owner or the Owner's Representative determines that the Contractor is not reasonably performing the Work, either by failing to reasonably follow the schedule, or by failing to adequately perform the Work (all to be determined by the reasonable judgment of the Owner or the Owner's Representative), the Owner shall have the right to make progress payments at a rate of eighty-five percent (85%) of the amount due the Contractor for each payment until such time as the Owner or the Owner's Representative certifies that the Contractor is in full compliance with the schedule and all other conditions of the Contract for Construction. The Contractor shall have no claim against the Owner or the Owner's Representative, at law or in equity or otherwise, that arises out of the Owner's or the Owner's Representative's actions pursuant to this provision.

14. **Final Payment.** It is the intention of this subsection that final payment shall not be due to Contractor unless and until, in addition to all other conditions set forth in this Contract, the Project
shall have been completed to Owner's satisfaction. The Project shall be deemed completed for purposes of this Contract only when (a) the Project has been completed in accordance with the Drawings and Specifications (as they may have been amended and supplemented with the written approval of the Owner), and in accordance with all applicable statutes, laws and ordinances, and with the rules, regulations and requirements of all regulatory authorities having jurisdiction; (b) the Project is ready for use, occupancy and operation without any further work necessary for the completion of the same (except for minor "punch list" items which do not interfere with the legal, safe, and functional and comfortable use and occupancy of the Project or any part of the Project and for which a reserve is established in an amount acceptable to Owner in Owner's sole discretion); (c) the Architect shall have certified to the Owner in writing its Certificate of Completion in accordance with these provisions and the Contract Documents; (d) certificates of occupancy and such other certificates, permits, and approvals, required for lawful occupancy of the Project shall have been issued; (e) the Contractor shall have provided and installed all fixtures, equipment and supplies necessary for the operation of the Project to the extent required by the Drawings and Specifications; and (f) the Contractor shall have delivered to the Owner all as-built Drawings and Specifications, operating manuals, warranties and guarantees applicable to the Project. Not later than at completion of the Project and the delivery of the Final Payment due hereunder to the Contractor, the Contractor shall furnish to the Owner a release of liens satisfactory to the Owner from Contractor and all subcontractors and materialmen as the Owner may require indicating that the Project has been constructed and completed free and clear of all liens, encumbrances, and security interests. The making of final payment shall not constitute a waiver of any claims by the Owner arising out of faulty or defective Work appearing after final completion. In the event the Contractor does not achieve final completion within sixty days after the date of Substantial Completion, allowing for approved extensions of the Contract Time, the Contractor shall not be entitled to any further payment, and the Contractor hereby agrees that such failure to complete the Work within the time set forth above shall constitute a waiver of all claims by the Contractor to any money that may be due. This provision shall not operate as a waiver by the Owner of any claims of any nature against the Contractor arising out of the Contract. The Contractor shall deliver to the Owner a certificate stating that all Quality Control standards have been followed in the completion of the Work.

15. Insurance and Bonds. Prior to commencement of any Work under this Contract and until completion and final payment is made for the Work, the Contractor, its Subcontractors and each and every Sub-Subcontractor shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company or companies having an A.M. Best Rating of "A-"; "Class VII" or higher, and furnish to The Philadelphia Parking Authority Certificates of Insurance evidencing same. The term "Contractor" as used in these Insurance Requirements shall mean and include the Contractor, its Subcontractors and Sub-Subcontractors of every tier.

15.1 Workers' Compensation and Employers Liability: to include, where applicable U.S. Longshoremen's and Harbor Workers' Coverage.

(a) Workers' Compensation Coverage: Statutory Requirements.

(b) Employers Liability Limits not less than:

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Bodily Injury by Accident</td>
<td>$500,000.00 Each Accident</td>
</tr>
<tr>
<td>(2) Bodily Injury by Disease</td>
<td>$500,000.00 Each Employee</td>
</tr>
<tr>
<td>(3) Bodily Injury by Disease</td>
<td>$500,000.00 Policy Limit</td>
</tr>
</tbody>
</table>

15.2 Commercial General Liability: including Premises - Operations, Independent Contractors, Products/Completed Operations, Personal Injury, Broad Form Property Damage (including Explosion, Collapse and Underground Coverages), Contractual Liability (including liability for employee injury assumed under a contract and contractual
indemnities under this Contract).

(a) Occurrence Form with the following limits:

1. General Aggregate $2,000,000.00
2. Products/Completed Operations Aggregate $1,000,000.00
3. Each Occurrence $1,000,000.00
4. Personal and Advertising Injury $1,000,000.00
5. Fire Damage (any one fire) $50,000.00
6. Medical Expense (any one person) $10,000.00

(b) Products/Completed Operations Coverage must be maintained for a period of at least two (2) years after final payment.

(c) The General Aggregate Limit must apply on a Per Location Basis.

15.3 Automobile Liability.

(a) Per Accident Combined Single Limit $1,000,000.00

(b) Coverage to include:

1. All Owned, Hired and Non-Owned Vehicles.
2. Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract).

15.4 Commercial Excess / Umbrella Liability.

(a) Occurrence Limit $5,000,000.00

(b) Aggregate Limit (where applicable): $5,000,000.00

(c) Policy Coverage shall be excess of the Commercial General Liability (following form Per Project Limit), Commercial Automobile Liability and Employers Liability Coverages as required by this Contract.

Note: Subcontractors and Sub-subcontractors are required to maintain this insurance with Limits of Liability of $5,000,000 Each Occurrence/Aggregate.

15.5 Environmental/Pollution Liability Insurance.

If any work involves or includes handling, transporting, disposing or performing work or operations with hazardous substances or constituents, contaminants, waste, toxic materials, or any potential pollutants; the Contractor shall provide insurance protecting against environmental impairment or discharge of hazardous substances into the air, soils or water with a minimum acceptable limits of $3,000,000.00 per occurrence. Owner must be named as additional insured as shown in Section 15.9. Claims-made is acceptable.

15.6 Builder's Risk.

(a) The Contractor shall purchase and maintain, throughout the life of the Project, a Builder's "All Risk" Insurance Policy covering the interests of the Owner, the Commonwealth of Pennsylvania, the Architect, Consultants, Contractors and Subcontractors as their interests may appear. This policy shall insure against physical loss or damage to all property incorporated or to be incorporated into
the Project and shall cover reasonable compensation for Contractor's or
Subcontractor's services and expenses required as a result of such insured loss. Coverage will also be provided for the perils of Earthquake, Flood, Glass Breakage and Steam Boiler Explosion, Mechanical Breakdown and Electrical Arcing. Any policy "Occupancy Clause" will also be deleted. Such insurance will be in an amount equal to the Replacement Cost Value of the Project and will be provided on an "Agreed Amount" (No Coinsurance) Basis. Such insurance shall also cover property to be incorporated into the Project stored off-site and in transit to a maximum limit of $1,000,000.00. Any loss exceeding this amount is the responsibility of the Contractor. The builder's "all-risk" insurance maintained by the Contractor shall be adjusted solely by Owner (subject to the rights of the Owner) and any settlement payments shall be made solely to Owner for disposition to all insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause.

(b) The insurance shall include any coverage for Contractor's or Subcontractor's machinery, tools, equipment, trailers, appliances or other personal property owned, rented or used by the Contractor or Subcontractors or anyone employed by them in the performance of the Work. Contractor acknowledges that builder's risk insurance will contain certain exclusions, and it is Contractor's responsibility to evaluate the protection afforded by builder's risk insurance, and to carry its own insurance against losses not covered by builder's risk insurance.

(c) Contractors and Subcontractors are responsible for the policy deductible which will be $5,000.00. (Contractors and Subcontractors will not be responsible for policy deductibles relating to Flood or Earthquake losses).

(d) Owner, the Commonwealth of Pennsylvania, City of Philadelphia, the Architect, Consultants, Contractors and Subcontractors waive all rights against each other and against each of their agents and employees for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to Contractor's "All Risk" Builder's Risk Insurance or any other property insurance applicable to the Work.

(e) Each Contractor and Subcontractor shall require all tiers of Subcontractors to waive their rights of recovery as provided in the previous paragraph against Owner, the Commonwealth of Pennsylvania, City of Philadelphia, the Architect, Consultants, Contractors and other Subcontractors.

15.7 Deductibles or Self Insured Retentions.

None of the policies of insurance required of the Contractor by this Contract shall contain deductibles or self-insured retentions in excess of $25,000.00 without the written permission of the Owner. The Contractor is solely responsible for payment of any policy deductibles, self-insured retentions, and any similar expense or premium.


(a) A.M. Best Rating: “A-” or Higher (Excellent).

(b) A M. Best Financial Size Category: “Class VII” or Higher.

15.9 Additional Insureds.

Owner, the Commonwealth of Pennsylvania, the City of Philadelphia, the Architect, its
sub-consultants, its agents, employees, representatives, officers and directors and such other parties as Owner may designate shall be added as ADDITIONAL INSUREDs on all liability policies, even for claims regarding their sole negligence.

15.10 Contractor's insurance (with the exception of the Workers' Compensation Policy) coverage shall be primary and non-contributory to any other coverage available to Philadelphia Parking Authority, including, without limitation, coverage maintained by Philadelphia Parking Authority wherein Philadelphia Parking Authority is named insured, and that no act of omission shall invalidate the coverage.

15.11 It is agreed that the Contractor's insurance must provide that it will not be canceled, materially changed or non-renewed without at least thirty (30) days advance notice to The Philadelphia Parking Authority, 701 Market Street, Suite 5400. Philadelphia, PA 19106 by Certified Mail - Return Receipt Requested.

15.12 Waiver of Rights of Recovery and Waiver of Rights of Subrogation (for all policies).

(a) The Contractor waives all rights of recovery against the Owner and all the Additional Insureds for loss or damage covered by any of the insurance maintained or required to be maintained by the Contractor pursuant to this Contract.

(b) The Contractor and its respective insurance carriers hereby waive all rights of subrogation against Owner, and all the Additional Insureds for loss or damage covered by any of the insurance maintained or required to be maintained by the Contractor pursuant to this Contract.

(c) If any of the policies of insurance required under this Contract require an endorsement to provide for the waiver of subrogation set forth in (b) above, then Contractor will cause them to be so endorsed.

15.13 The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Contractor. None of the requirements contained herein as to the types, limits, or Owner's approval of insurance coverage to be maintained by the Contractor are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by the Contractor under the Contract Documents, any other agreement with the Contractor or otherwise provided by law.

15.14 Any type of insurance or any increase in limits of liability not described above which the Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

15.15 The carrying of insurance described shall in no way be described as relieving the Contractor of any responsibility or liability under this Contract.

15.16 Certificates.

(a) Prior to the commencement of Work and/or payment, the Contractor shall file Certificates of Insurance with the Owner, which shall be subject to the Owner's approval of adequacy of protection and the satisfactory character of the insurer. Project description and Job Number must be shown on the Certificate of Insurance. Contractor shall also submit certified copies of all required policies for approval of the Owner as to form and sufficiency of coverage within five (5) days of receipt of the Contract for signature, regardless of when the work will start.
SUPPLEMENTARY CONDITIONS

15.17  Indemnity.

(a) To the fullest extent permitted by law, Contractor, for itself, its successors, assigns, agents and Subcontractors hereby agrees to indemnify, hold harmless and defend the Owner, the Commonwealth of Pennsylvania, the City of Philadelphia and any trustee under a trust indenture with respect to the Project, agents, employees, volunteers, representatives, officers and directors (the "Indemnified Parties") and the Architect and its consultants from and against any liabilities for losses (including those related to business interruption), damages (including special, consequential and incidental), costs, claims, demands, causes of action, liabilities or expenses (including attorneys' fees and expenses) for which the Indemnified Parties may have suffered or be held liable by reason of injury (including death or workers compensation) to any person (including Contractor's employees and volunteers) or damage to any property of whatsoever kind or nature arising out of or in any manner connected with the Work to be performed for the Indemnified Parties (including, but not limited to, work performed under this Contract, Work performed under Change Order, or any such other work performed for or on behalf of the Indemnified Parties, whether performed at the site or not), whether or not due in whole or in part to any act, omission, or negligence of the Indemnified Parties or any of their agents, employees, volunteers, representatives, officers, directors, stockholders, Subcontractors, third parties or parent, subsidiary and affiliate companies, whether known or unknown to Owner or Contractor. It is expressly understood and agreed that the indemnity contained in this paragraph covers claims by Contractor's employees and
volunteers, and that, with respect to its obligations to indemnify, defend, and
hold harmless, the Contractor waives any immunity it might have under any
workmen's compensation laws. It is further expressly agreed that the Contractor
assumes the fullest extent of all obligations to indemnify and defend all parties
whom the Owner is obligated to indemnify and defend in the Owner's
Contract with others, whether or not such obligations may extend beyond those
addressed or included in this agreement.

(b) If there are any damages or claims of any kind or nature unsettled when the
Contract Work is finished, the final payment by the Owner shall be deferred
until all such claims shall have been adjusted or suitable coverage or
indemnity acceptable to the Owner is provided by Contractor or Contractor's
insurance carrier. The terms and conditions of this Article (Article 15) shall
survive termination of this Contract.

(c) The Contractor and the Owner further agree that to the fullest extent permissible
by law, the laws of the state to which the Work is performed and/or services
provided shall apply to the Work performed and/or services provided and the
application of the Indemnification and Hold Harmless Agreements set forth
herein.

(d) The Contractor shall promptly advise Owner in writing of any action,
administrative or legal proceeding or investigation as to which this indemnification
may apply, and Contractor, at Contractor's expense, shall assume on behalf of
the Indemnified Party in question and conduct with due diligence and in good
faith the defense thereof with counsel satisfactory to the Indemnified Party;
provided, that the Indemnified Party shall have the right to be represented
therein by advisory counsel of its own selection and at its own expense; and
provided further, that if the defendants in any such action include both
Contractor and the Indemnified Party and the Indemnified Party shall have
reasonably concluded that there may be legal defenses available to it which
are different from or additional to, or inconsistent with, those available to
Contractor, the Indemnified Party shall have the right to select separate
counsel to participate in the defense of such action on its own behalf at
Contractor's expense. In the event of failure by Contractor to fully perform in
accordance with these indemnification provisions, the Indemnified Party, at its
option, and without relieving Contractor of its obligations hereunder, may so
perform, but all costs and expenses so incurred by the Indemnified Party in
that event shall be immediately reimbursed by Contractor to the Indemnified
Party. The obligations of Contractor under this Section shall survive the
expiration of this Contract.

(e) The Contractor agrees that, in the event Owner prevails in any legal action or
proceedings to enforce its rights to be indemnified, defended and held
harmless, Contractor shall be liable for Owner's reasonable attorneys' fees
and expenses incurred in connection with any such action or proceedings.

(f) The Contractor shall cause its Subcontractors, or anyone employed directly or
indirectly by any of them, to agree to defend, indemnify and hold harmless
the Owner on the same terms as those set forth in this Paragraphs 15.17.

15.18 Performance Bond and Labor and Material Payment Bond.

(a) Prior to the commencement of Work under this Contract, Contractor will furnish a
faithful Performance Bond in an amount equal to one hundred percent (100%) of
the Contract Amount and a Labor and Material Payment Bond equal to one
hundred percent (100%) of the Contract Amount; said bonds shall be from a surety company satisfactory to the Owner and qualified to do business in Pennsylvania. The surety executing the bonds must be included in the listing of acceptable sureties contained in Treasury Department Circular 570, as most recently revised, and the amount of the bond must not exceed the underwriting risk of such surety set forth in said circular, or revision thereof.

(b) The Surety executing the bonds shall have a minimum A.M. Best Rating of "A-"; “Class VII” or higher.

(c) Should any surety upon such bonds become unsatisfactory to the Owner, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Owner.

(d) Performance Bond and Labor and Material Bonds shall be executed on Standard AIA Document A312 in accordance with the Terms and Conditions of the Contract Documents. Each set of bonds executed must include a Power of Attorney evidencing the authority of the Attorney-In-Fact to execute bonds and the latest statement of assets and liabilities with an authorized signature from such surety company.

15.19 Payments to Subcontractors and Suppliers.

Contractor hereby agrees that it will pay for all materials furnished and all services rendered in connection with the Work. Contractor also acknowledges that any person or entity that furnishes materials or renders services in connection with the Work may maintain an action to recover for the costs of said materials or services against the Contractor, as though such person or entity were named in the Contract, if the action is brought within one (1) year after the cause of action occurred.

16. Contract Documents. Contractor acknowledges that the Contract Documents, including the Drawings and Specifications, are adequate and sufficient to provide for the completion of the Project in accordance with all applicable laws, codes, and professional standards, including all work and services, whether or not fully shown or described, which reasonably may be inferred for such completion, and so as to: (a) enable Contractor to complete construction of the Work described therein for the Contract Sum on or before the dates of Substantial Completion established in the Agreement; and (b) qualify the Project upon Substantial Completion for a Certificate of Occupancy and all other permits and approvals for lawful use and occupancy. Contractor represents that it is familiar with the Project site and has received all information it may need relating to the physical characteristics and conditions thereof. No adjustment to the Contract Sum shall be made for any concealed conditions encountered in the performance of the Work. Contractor shall carefully study and compare the Contract Documents (as the same shall be supplemented, or modified from time to time) with each other and with any information furnished by Owner. If Contractor shall discover, or reasonably should have discovered, any error, fault, incompleteness or inaccuracy in any of the Drawings, Specifications or other Contract Documents, or in any Owner-furnished information, Contractor shall notify or shall be responsible for notifying Owner thereof in writing within five (5) business days after such discovery; no claim by Contractor on account of such matters shall be valid unless so made, and Contractor shall assume the risk of performing Work with the knowledge of (or if Contractor should reasonably have known of) such error, fault, incompleteness or inaccuracy and shall be required to correct such error, fault, incompleteness or inaccuracy at no additional cost to Owner.

17. Drawings. All Drawings, Specifications and other documents prepared by the Architect with respect to the Project are and shall remain the property of the Owner, and Owner shall retain all common law, statutory and other reserved rights with respect thereto, including all copyrights.
and other intellectual property rights. Contractor and its Subcontractors, suppliers and others performing work on the Project are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect which are appropriate for execution of their respective work. Submittals or distributions necessary to meet official regulatory requirements or for other purposes relating to completion of the Project are not to be construed as a publication in derogation of the Owner’s copyright or other reserved rights.

18. **Laws and Regulations.**

18.1 The Contract Documents, and the Work, are to be governed at all times, and shall comply with all laws, ordinances, rules and regulations applicable to the Work. The provisions of the federal laws include but are not limited to the latest editions and amendments of the Occupational Safety and Health Act.

18.2 All Work shall comply with manufacturer’s specifications and instructions, and with requirements of utility companies, insurance underwriters, and the like, in addition to the specific requirements of the Contract Documents. In event of conflict, the more stringent requirements shall govern, as determined by the Owner.

19. **Taxes.**

19.1 As an agency of the Commonwealth of Pennsylvania, and a local government agency, the Authority is exempt from the payment of state and local sales and use and other taxes on material, equipment or other personal property. Contractor agrees that the fees, prices or rates stated in this Agreement (1) do not include any state or local taxes, surcharges or fees on the Authority in connection with this transaction, and (2) do include all other applicable taxes for which Contractor is liable. In the event Contractor's performance under this Agreement creates a tax liability, such taxes, including but not limited to, real estate taxes, school taxes, Use & Occupancy taxes, and sales taxes shall be the sole obligation of Contractor and Contractor shall maintain current accounts as to the payment of such taxes and be liable over to the Authority for any taxes assessed against the Authority as a result of Contractor’s performance under this Agreement.

19.2 In addition, contractor must be current on all City of Philadelphia taxes and other fees at all times for the entire duration of the contract. Contractor needs to submit along with each of their payment requests, evidence to prove that they comply with this requirement. Failure to do so may result in withholding of certificate of payment until such item is corrected by contractor.

20. **Submittals.**

20.1 The submission to the Architect of submittals and samples approved by the Contractor and the review of said submittal and samples by the Architect shall not constitute approval of any deviation from the requirements of the Contract Documents unless it is brought to the attention of the Architect that specific changes are being suggested.

20.2 Changes to the Drawings and Specifications by means of submittals become the responsibility of the party initiating such changes.

20.3 The submission to the Architect of submittals and samples approved by the Contractor and the review of said submittals and samples by the Architect shall not imply that any of the requirements of the Contract Documents have been waived or superseded.

20.4 No delay or omission to exercise any right or remedy accruing to Owner or the Architect upon any breach or event of default of the Contractor shall impair any
such right or remedy or be construed to be a waiver of any such breach or default; nor be deemed a waiver of any other, prior or subsequent breach or default. Any waiver, permit, consent, or approval on the part of the Architect of any breach or default, or of any provision or condition hereof, must be in writing, signed by the Architect and Owner and shall be effective only to the extent that such writing specifically sets forth.

20.5 The Architect's stamp on the submittal shall not imply approval of quantities, dimensions, fabrication processes, and techniques of construction, all of which shall remain the responsibility of the Contractor.

20.6 The Architect's stamp on the submittal shall not relieve the Contractor from responsibility for errors or omissions in the submittal, and shall not imply that the Contractor may proceed in error.

21. Correction of Work. Corrective work shall be warranted to be free from defects for a period of two (2) years after the date of final acceptance of the Work as provided in the Contract Documents (subject to extension as hereinafter described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from the Owner. This obligation shall survive final acceptance of the Work under this Contract and termination of this Contract. The Owner does not waive its right to require correction to the Work or to make a claim for breach of Contractor's obligations under the Contract Documents by reason of any failure to notify the Contractor of the need for such correction within a two (2) year period, and Contractor acknowledges that the two (2) year period will commence at the time any corrective Work is completed.

22. Certificates for Payment. The Architect's Certificate for Payment shall also constitute a representation to the Owner that all lien releases and certificates required under the Contract Documents have been furnished to the Architect in proper form and are based on the Architect's observations at the site and all other information available to the Architect. In addition, Owner may require certificates from the Architect or Project Manager, whichever Owner considers appropriate, which will confirm that the certifying party has reviewed construction means, method, techniques, sequences and procedures, and reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by Owner to substantiate Contractor's right to payment. In addition to the matters enumerated in Section 9.5.1 of the General Conditions, the Architect may also withhold a Certificate of Payment in whole or in part for the following additional reasons:

a) failure to meet the requirements for application for payment or for supporting data;

b) failure to proceed with any requested changes in the Work as required by the Contract Documents; or

c) any claims which Owner may have against Contractor under the Contract Documents, to the extent of the amount in dispute under such claim.

23. Owners Right to Stop the Work. Owner may also order Contractor to stop the Work if Contractor fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials and equipment so as to be able to complete the Work within the Contract Time, or fails to remove or discharge within twenty (20) days any mechanics lien filed upon Owner's property, or disregards the instructions of the Architect, Owner, or any representative of Owner when based upon the Contract Documents.
Final Payment. The making of final payment shall not constitute a waiver of any claims by the Owner arising out of faulty or defective Work appearing after final completion.

Deletions. Without waiver or limitation that the terms of this Rider prevail over any inconsistent terms in any other Contract Documents, and solely for purposes of further clarification, the following Sections of the General Conditions of the Contract for Construction, AIA Document A201-2007, are deleted and shall be inapplicable: 2.2.1 (Evidence of Financial Arrangements); 2.2.2 (Payment for Permits); 2.2.3 (Surveys); 15.1.6 (Claims for Consequential Damages - Damage Waiver); 15.2 (Initial Decision Maker); 15.3 (Mediation); 15.4 (Arbitration); 9.10.4 (Waiver of Claims); 10.3 (Hazardous Materials); 11.3.5 (Owners policy); 11.4 (Performance Bond and Payment Bond); 13.6 (Interest); 13.7 (Limits on Claims); and 14.1.1.4 (Evidence of Financial Arrangements). It is expressly agreed and understood that other terms of the General Conditions are deleted or modified by the terms of these Supplementary Conditions, consistent with the rules of construction set forth in the preamble of these Supplementary Conditions.

Materials.

26.1 The Owner shall not make payments on account of alternate materials which origin and quality have not been approved in writing by the Owner prior to bid opening.

26.2 Owner shall not make payments on account of materials and equipment which are not incorporated into the Work unless such costs have been specifically approved in writing by Owner. Owner shall have full discretion in granting such approval and shall consider, among other things, whether the items in question are properly stored, insured and protected on the Project site or on an approved off-site storage facility, and whether such items in question are reasonably required to be stored at the time in question by reason of the construction schedule.

Certain Reimbursable Costs. If the Contract Documents provide for any reimbursement of costs to Contractor, in no event shall such reimbursement include any costs relating to or arising out of any fault or neglect of Contractor or any subcontractors, sub-subcontractors, suppliers, Architects or any other party (including the employees and agents of any of the foregoing) furnishing work, services or materials as part of the Project pursuant to the Contract Documents, or attributable to the failure of the foregoing parties to fulfill a responsibility to Owner under or pursuant to this Contract, including, without limitation, any costs of correcting nonconforming, defective or damaged work or materials or other costs attributable to the fault or negligence of any of said parties.

Remedies. Contractor shall not exercise any right to terminate this Contract or to stop or suspend its Work under this Contract, by reason of an asserted default of Owner, unless such default is material and (if the default is by its nature curable) unless the Owner has been afforded a period of not less than fifteen (15) days to cure the default following written notice. Furthermore, no failure of Owner to make payment to Contractor shall be deemed cause for termination or Work stoppage or suspension by Contractor, if the payment in question is disputed by Owner and if Owner pays to Contractor the amount which is not in dispute.

29. Termination by Owner for Cause. In addition to the provisions of Section 14.2.1 of the General Conditions, Owner shall also have the right to terminate the Contract if:

a) Contractor is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws; or

b) Contractor disregards the instructions of the Architect or Owner (when such instructions are based on the requirements of the Contract Documents).
c) To the extent the costs of completing the Work, including compensation for additional professional services and expenses, exceed those costs which would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of this Contract. Such costs incurred by Owner will be determined by Owner and confined by the Architect. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by Owner and not expressly waived, such excess shall be retained by Owner.

30. Suspension by Owner For Convenience. In addition to Owner's right to suspend, delay, or interrupt Contractor from any part of Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, suspend, delay, or interrupt any part of Work or any Subcontract or all Work for any reason whatsoever for such period of time as the Owner may determine by giving seven (7) days' prior written notice to Contractor specifying the part of Work or Subcontract to be suspended, delayed, or interrupted and the effective date of such suspension, delay, or interruption, as the case may be. Contractor shall continue to prosecute the part of Work not suspended, delayed, or interrupted and shall properly protect and secure the part of Work so suspended, delayed, or interrupted, so far as is necessary in Owner's reasonable opinion. If any part of the Work or a Subcontract is so suspended, delayed, or interrupted, Contractor shall be entitled to payment of reasonable standby fees (or at Owner's option, payment for demobilization and subsequent remobilization) and of costs directly associated with protecting and securing the affected Work, provided said costs are authorized in advance by the Architect and Owner. No payment shall be made by Owner, however, to the extent that such Work or Subcontract is, was, or could have been suspended, delayed, or interrupted under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract Documents. In case of such suspension, delay, or interruption, Owner will issue a Construction Change Directive or authorize a Change Order making any required adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

31. Key Personnel.

31.1 Contractor's superintendent as approved by the Owner shall not be removed from this Project until the Project punch list has been completed and the Project accepted by the Owner. Contractor's superintendent shall be assigned solely to this Project and shall not perform any duties or superintendence on any other project the Contractor may have until the completion of the Project.

31.2 In addition to the superintendent, the Contractor shall provide a competent Project Manager and Quality Control Manager. If the Owner determines at the Owner's option, at no additional cost to the Owner, that the Superintendent, Project Manager or Quality Control Manager are not performing properly, The Owner may have the Contractor replace such position(s) with a replacement acceptable to the Owner.

32. Dispute Resolution. It is intended by the parties to resolve all disputes by reasonable negotiations, without resort to litigation or arbitration.

32.1 If a dispute should arise regarding the obligations of Owner or Contractor in connection with the Project, the parties will attempt to resolve the dispute in accordance with this Article. However, unless Owner requires otherwise, and regardless of the size or nature of the dispute, Contractor shall not cease or delay performance of its obligations under this Contract during the existence of the dispute. Likewise, Contractor shall be entitled to payments pursuant to the provisions of the Contract Documents for the portion of the Work, if any, which is undisputed during the existence of the
dispute. Should Contractor stop or delay the progress of the Project because of a dispute, Contractor shall be responsible for damages (both direct and consequential) to Owner for any losses suffered as a result of the delay.

32.2 If any dispute, controversy or claim arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions.

32.3 If the dispute cannot be resolved through direct discussions, and if the Owner and Contractor so choose, an impartial third party mediator experienced in construction matters may be employed. The mediator shall be given any written statement(s) of the parties and may review the Project and other documents. The mediator shall call a special meeting of Owner and Contractor within ten (10) business days of his/her selection which shall be attended by representatives of Owner and Contractor with authority sufficient to settle the dispute. The cost of the mediation shall be borne equally by Owner and Contractor. No minutes shall be kept and the comments or findings of the mediator shall be non-binding, non-evidentiary in the nature of settlement discussions and without prejudice to the rights of any party. The entire mediation process must be completed in no more than twenty (20) business days after the special meeting referred to above, unless Owner and Contractor extend the mediation period. Upon resolution of any such dispute the parties, if necessary, shall enter into an appropriate amendment to this Contract evidencing such resolution.

32.4 If the foregoing procedures cannot resolve the dispute, the parties shall proceed in accordance with Subparagraphs 32.5 through 32.7 except that all parties waive any right to seek an injunction, temporary restraining order or other relief which would stop or delay the progress of the Project.

32.5 All claims, disputes and other matters in question between Contractor and Owner arising out of, or relating to, this Contract or the breach thereof shall, at the sole election of the Owner, be decided by arbitration in Philadelphia, Pennsylvania in accordance with the Pennsylvania Uniform Arbitration Act and the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The foregoing agreement of the Contractor to arbitrate at the sole election of the Owner shall be specifically enforceable under the Pennsylvania Uniform Arbitration Act. The award rendered by the arbitrators shall be subject to review only as provided in said Act, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

32.6 Notice of the demand for arbitration shall be filed in writing with the other party to this Contract and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

32.7 The Owner reserves the right to litigate any claim, dispute or other matter in question in any court of competent jurisdiction at its sole election. In amplification of the Owner’s right to select arbitration or litigation as the means for resolution of any claim, dispute or other matter in question between the Contractor and the Owner, the Contractor agrees to give thirty (30) days’ written notice to the Owner of its intention to commence an arbitration or litigation proceeding. The Owner shall, within the thirty (30) day period, notify the Contractor whether the matter shall be submitted for binding arbitration, as provided in Subparagraph 32.5 above, or whether litigation proceedings are to be commenced in a court of competent jurisdiction, and the Contractor shall be bound by such selection. If the Owner fails to respond within the thirty (30) day period, the Owner will be bound by the Contractor’s selection of arbitration or
litigation. The Contractor will be bound by the Owner’s selection of arbitration or litigation in any proceeding commenced by Owner.

33. **Construction Change Directives.** For any portion of the cost of a Construction Change Directive which remains in dispute, pending the resolution of such question or dispute, Contractor shall continue to perform hereunder, and Owner shall continue to make payments in accordance with the amounts determined by Owner to be due. No refusal or failure of Owner to honor any Contractor’s Application for Payment for the Work that is the subject of dispute shall justify the failure of Contractor to proceed diligently with such Work and/or be deemed a Failure of Payment within the meaning of the General Conditions.

34. **Warranty.**

34.1 All warranties shall include labor and materials and shall be signed by the manufacturer or Subcontractor as the case may be and countersigned by Contractor. All warranties shall be addressed to Owner and delivered to the Architect upon completion of the Work and before or with the submission of request for Final Payment.

34.2 Contractor shall issue in writing to the Owner as a condition precedent to Final Payment: a “General Warranty” reflecting the terms and conditions of the General Conditions and Paragraph 34 of these Supplementary Conditions for all Work under this Contract.

34.3 Except when a longer warranty time is specifically called for in any of the other Contract Documents or is otherwise provided by law, the General Warranty shall be for two (2) years and shall be in form and content otherwise satisfactory to Owner.

34.4 Warranties shall become effective on the date of final acceptance of the entire Work unless otherwise provided in any Certificate of Substantial Completion approved by the parties in writing.

34.5 In addition to the foregoing stipulations, Contractor shall comply with all other warranties referred to in any portions of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the more stringent requirement shall govern.

35. **Time Limits and Commencement of Statutory Limitation Period.** The time limit on claims set forth in Section 13.7 of the General Conditions shall apply only to claims by Contractor. Owner’s claims shall be subject to the statute of limitations applicable to such claims under controlling law. No applicable statute of limitations shall be deemed to have commenced with respect to any portion of the Work which is not in accordance with the requirements of the Contract Documents, which would not be visible or apparent upon conducting a reasonable investigation, and which is not discovered by the Owner until after the date which, but for this Subparagraph 35, would be the date of commencement of the applicable statute of limitations; the applicable statute of limitations instead shall be deemed to have commenced on the date of such discovery by Owner.

36. **No Waiver of Contractor’s Performance.** Contractor agrees that Owner has no obligation to test, inspect or insure the quality of Contractor’s Work during the progress of the Work, and that under no circumstances will Owner (or its representatives) be deemed to have waived Contractor’s responsibility to complete construction in accordance with the Contract Documents and this Agreement.

37. **Environmental Protection.** The Contractor shall comply with any and all provisions of Federal and State statutes, rules and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources resulting from Work performed under this Agreement.
38. **Hazardous Materials.**

38.1 The Contractor shall not cause or permit any "Hazardous Materials" (as defined herein) to be brought upon, kept, or used in or about the Project site except to the extent such Hazardous Materials: (a) are necessary for the prosecution of the Work; (b) are required pursuant to the Contract Documents; and (c) have been approved in writing by Owner. Any Hazardous Materials allowed to be used on the Project site shall be used, stored, and disposed of in compliance with all applicable laws relating to such Hazardous Materials. Any unused or surplus Hazardous Materials, as well as any other Hazardous Materials that have been placed, released, or discharged on the Project Site by the Contractor or any of its employees, agents, suppliers, or subcontractors, shall be removed from the Project site at the earlier of: (a) the completion of the Work requiring the use of such Hazardous Materials; (b) the completion of the Work as a whole; or (c) within twenty-four (24) hours following the Owner's demand for such removal. Such removal shall be undertaken by the Contractor at its sole cost and expense and shall be performed in accordance with all applicable laws. Any damage to the Work, the Project site, or any adjacent property resulting from the improper use of or any discharge or release of Hazardous Materials shall be remedied by the Contractor at its sole cost and expense and in compliance with all applicable laws and so as to restore the Project site and any other affected properties to their original condition. The Contractor shall immediately notify the Owner of any release or discharge of any Hazardous Materials on the Project site. The Contractor shall provide the Owner with copies of all warning labels on products which the Contractor or any of its subcontractors will be using in connection with the Work, and the Contractor shall be responsible for making any and all disclosures required under applicable "Community Right-to-Know" or similar laws. The Contractor shall immediately notify the Owner of any citations, orders, or warnings issued to or received by the Contractor, or of which the Contractor otherwise becomes aware, which relate to any Hazardous Materials on the Project site. Without limiting any other indemnification provisions pursuant to law or specified in this Contract, the Contractor shall indemnify, defend (at the Contractor's sole cost, and with legal counsel approved by Owner), and hold the Indemnified Parties harmless from and against any and all claims, demands, losses, damages, disbursements, liabilities, obligations, fines, penalties, costs, and expenses for removing or remediating the effect of any Hazardous Materials on, under, from or about the Project site, arising out of or relating to, directly or indirectly, the Contractor's failure to comply with any of the requirements herein. As used herein, the term "Hazardous Materials" means any hazardous or toxic substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table, or listed by the Environmental Protection Agency as hazardous substances, and any substances, materials, or wastes that are or become regulated under federal, state or local law.

38.2 The Owner shall not be responsible for Hazardous Materials and substances brought to the site by the Contractor unless such materials or substances were required by the Contract Documents and Contractor has complied with its obligations with respect to Hazardous Materials.

39. **MBE/WBE/DBE Business Participation.** Contractor covenants and agrees that it will enter into binding contracts with the Subcontractors in the amounts set forth below:

<table>
<thead>
<tr>
<th>All Subcontractors</th>
<th>M-DBE</th>
<th>10%-15%</th>
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<tbody>
<tr>
<td>W-DBE</td>
<td></td>
<td>5%-10%</td>
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<tr>
<td>DS-DBE</td>
<td></td>
<td>2%-5%</td>
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40. **Non-Discrimination Covenants.** In accordance with Chapter 17-400 of The Philadelphia Code, the Contractor's payment or reimbursement of membership fees or other expenses associated...
with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes a default under the Agreement entitling Owner to all rights and remedies provided in the Agreement or otherwise available at law or in equity.

41. **MacBride Principles.**

41.1 In accordance with Section 17-104 of The Philadelphia Code, the Contractor, by execution of this Agreement, certifies and represents that it currently is and will during the term of the Agreement continue to be, in compliance with the fair employment principles embodied in the MacBride Principles, and the Contractor (including any parent company, subsidiary, exclusive distributor or company affiliated with the Contractor) does not have, and will not have at any time during the term of the Agreement (including any extension thereof), any investments, licenses, franchises, management agreements or operations in Northern Ireland.

41.2 The Contractor expressly understands and agrees that any false certification or representation in this Paragraph shall constitute a substantial breach of the Agreement entitling the Owner to all rights and remedies provided in the Agreement or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or in equity. In addition, it is understood that false certification or representation is subject to prosecution under 18 PA. Cons. Stat. Ann. § 904.

42. **Payment of Minimum Wages.** The Contractor hereby covenants and agrees that all times during the construction or performance of Work at the Project, Contractor shall pay no less than the minimum scale of wages prevailing in the construction industry in the Philadelphia area (but in no event less than the minimum wages required by law) for the construction or reconstruction of any Work at the Project, determined in accordance with the wage rates prevailing in that area as determined by the Commonwealth of Pennsylvania Department of Labor. Any violation of the terms and provisions of this Paragraph shall constitute a default under the Agreement entitling the Owner to all rights and remedies provided in the Agreement or otherwise available in law or in equity.

43. **Owner's Liability.** Any and all liabilities of the Owner and the Indemnified Parties, their successors, heirs and assigns, to the Contractor, its shareholders, partners, agents, employees, successors, heirs and assigns, under or by reason of the Agreement shall be limited to the Owner's interest in the Project.

44. **Conflict of Interest Policy.** The Owner has adopted a Conflict of Interest Policy covering independent contractors and consultants acting at the direction of or behalf of the Philadelphia Parking Authority. The Conflict of Interest Policy outlines certain prohibited activities, required disclosures and/or required abstentions in the event a Covered Person possesses an Adverse Interest on a particular Project, as those terms are defined in the Conflict of Interest Policy. A copy of the Conflict of Interest Policy is included in the Project Manual and/or is available upon request from the Owner or the Owner's Representative. Contractor agrees that it shall maintain the highest standards of integrity in the performance of the Agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth of Pennsylvania or the City of Philadelphia. Contractor further agrees to comply with and to provide the required work and services in accordance with the provisions of the Owner's Conflict of Interest Policy which is incorporated into the Agreement by reference, as though physically attached. Failure by the Contractor to comply with the provisions of the Conflict of Interest Policy may be grounds for possible disciplinary action against the Contractor, including possible termination of existing
PART 1 GENERAL

1.01 PROJECT
A. Project Name: Bid No. 17-07 Repair Lintels at PPA Impound and Vehicle Maintenance Facility, Philadelphia, PA 19153.
B. Owner's Name: The Philadelphia Parking Authority.
D. Architect's Name: Carlos Raul Rodriguez Architect.
E. The Project consists of repairing masonry cladded structural steel lintels for 15 existing overhead garage door openings.
F. Project Location: PPA Impound and Vehicle Maintenance Facility, 6801 Essington Avenue, Philadelphia, PA 19153.

1.02 CONTRACT DESCRIPTION
A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 52 00 - Agreement Form.
B. The Philadelphia Parking Authority will contract with a single Prime Contractor to provide all labor, materials, equipment and supervision for the Work as shown on the drawings and specifications.

1.03 PROPOSED PROJECT DESCRIPTION
A. The project entails providing all required materials, labor and equipment to repair 15 existing masonry cladded structural steel lintels to include, but not limited to, the following:
   1. Removing existing concrete masonry units covering rusted structural steel lintels.
   2. Removing portions of rusted structural steel lintels and related components.
   3. Welding new structural steel shapes to restore and reinforce remaining structural steel lintels.
   4. Installing new concrete masonry units to cover newly repaired structural steel lintels.
   5. Installing all required masonry weeps and sealants.
   6. Patching existing holes and opening in existing exterior concrete masonry walls.
   7. Painting all new masonry installations.

1.04 SCOPE OF WORK
A. Scope of demolition and removal work is shown on drawings and specified in Section 02 41 00.
B. Scope of alterations and new work is shown on drawings.

1.05 WORK BY OWNER
A. No work will be performed by the Owner.

1.06 OWNER OCCUPANCY
A. Owner intends to occupy all portions of the existing building during the entire construction period.
B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
C. Schedule the Work to accommodate Owner occupancy.

1.07 CONTRACTOR USE OF SITE
A. Construction Operations: Limited to areas noted on Drawings.
B. Arrange use of site to allow:
   1. Owner occupancy.
   2. Work by Others.
3. Use of site and premises by the public.

C. Provide access to and from site as required by law and by Owner:
   1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
   2. Do not obstruct roadways, sidewalks, or other public ways without permit.

D. Existing building spaces may not be used for storage.

E. Existing site areas may be used for storage and staging of work as directed and approved by the Owner.

F. Time Restrictions:
   1. Limit conduct of especially noisy, malodorous, and dusty exterior work to the hours of 6 am to 5 pm.
   2. Limit conduct of Work between the hours of 6 am to 5 pm.
   3. Any Work to be performed at night or weekend other than holiday weekends shall be pre-approved, directed and coordinated with the Owner.

1.08 WORK SEQUENCE
   A. Lintel repairs to openings opposite each other cannot occur simultaneously.
   B. The Prime Contractor shall schedule work and submit a phasing plan to the Architect for review and approval.
   C. The Prime Contractor shall coordinate the construction schedule and operations with Owner and the Project Manager.

1.09 CONTRACT NO. BID NO. 17-07 REPAIR LINTELS AT PPA IMPOUND AND VEHICLE MAINTENANCE FACILITY - GENERAL CONSTRUCTION
   A. Provide Work specified in all section of the Project Manual.
   B. Drawings: All drawings listed in Section 00 01 15 - List of Drawing Sheets.

PART 2 PRODUCTS - NOT USED
PART 3 EXECUTION - NOT USED

END OF SECTION
SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Procedures for preparation and submittal of applications for progress payments.
B. Documentation of changes in Contract Sum and Contract Time.
C. Change procedures.
D. Procedures for preparation and submittal of application for final payment.

1.02 RELATED REQUIREMENTS
A. Section 00 50 00 - Contracting Forms and Supplements: Forms to be used.
B. Section 00 52 00 - Agreement Form: Contract Sum, retainages, payment period, monetary values of unit prices.
C. Section 00 62 39 - Post-Award Minority Compliance Review Form.
D. Section 00 72 00 - General Conditions and Document 00 73 00 - Supplementary Conditions: Additional requirements for progress payments, final payment, changes in the Work.
E. Section 00 73 00 - Supplementary Conditions: Percentage allowances for Prime Contractor's overhead and profit.
F. Section 01 21 00 - Allowances: Payment procedures relating to allowances.

1.03 SCHEDULE OF VALUES
A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
B. Forms filled out by hand will not be accepted.
C. Submit Schedule of Values in electronic format within 10 days after date of Owner-Contractor Agreement.
D. Include in a separate line item, the amount of Allowances specified in Section 01 21 00.
E. Revise schedule to list approved Change Orders, with each Application For Payment.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS
A. Payment Period: Submit at intervals stipulated in the Agreement.
B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
C. Forms filled out by hand will not be accepted.
D. For each item, provide a column for listing each of the following:
   1. Item Number.
   2. Description of work.
   4. Previous Applications.
   5. Work in Place and Stored Materials under this Application.
   6. Authorized Change Orders.
   7. Total Completed and Stored to Date of Application.
   8. Percentage of Completion.
   10. Retainage.
E. Execute certification by signature of authorized officer.
F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.

H. Submit four (4) copies of each Application for Payment.

I. Include the following with the application:
   1. Transmittal letter as specified for Submittals in Section 01 30 00.
   2. Construction progress schedule, revised and current as specified in Section 01 30 00.
   3. Current construction photographs specified in Section 01 30 00.
   4. Partial release of liens from major Subcontractors and vendors.
   5. Affidavits attesting to off-site stored products.
   6. Certified Payroll Reports.
   7. Post-Award Minority Compliance Review Forms.

J. When Architect requires substantiating information, submit data justifying dollar amounts in question.

1.05 MODIFICATION PROCEDURES

A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Prime Contractor's employ or subcontractors of changes to the Contract Documents.

B. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Prime Contractor.

C. For other required changes, Architect will issue a document signed by Owner instructing Prime Contractor to proceed with the change, for subsequent inclusion in a Change Order.
   1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
   2. Promptly execute the change.

D. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Prime Contractor shall prepare and submit a fixed price quotation within five (5) days.

E. Prime Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01 60 00.

F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
   1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Prime Contractor's price quotation.
   2. For change requested by Prime Contractor, the amount will be based on the Prime Contractor's request for a Change Order as approved by Architect.
   3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
   4. For change ordered by Architect without a quotation from Prime Contractor, the amount will be determined by Architect based on the Prime Contractor's substantiation of costs as specified for Time and Material work.

G. Substantiation of Costs: Provide full information required for evaluation.
   1. Provide following data:
      a. Quantities of products, labor, and equipment.
      b. Taxes, insurance, and bonds.
c. Overhead and profit.
d. Justification for any change in Contract Time.
e. Credit for deletions from Contract, similarly documented.

2. Support each claim for additional costs with additional information:
   a. Origin and date of claim.
   b. Dates and times work was performed, and by whom.
   c. Time records and wage rates paid.
   d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.

3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.

H. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.

J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.

K. Promptly enter changes in Project Record Documents.

1.06 APPLICATION FOR FINAL PAYMENT

A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.

B. Application for Final Payment will not be considered until the following have been accomplished:
   1. All closeout procedures specified in Section 01 70 00.
   2. Receipt of all required and approved Closeout Documents.

PART 2 PRODUCTS - NOT USED
PART 3 EXECUTION - NOT USED

END OF SECTION
SECTION 01 21 00
ALLOWSANCES

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Contingency allowance.
   B. Payment and modification procedures relating to allowances.

1.02 RELATED REQUIREMENTS
   A. Section 00 41 00 - Bid Form: Indication of Allowances.
   B. Section 01 20 00 - Price and Payment Procedures: Additional payment and modification procedures.

1.03 CONTINGENCY ALLOWANCE
   A. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.
   B. Funds will be drawn from the Contingency Allowance only by Change Order.
   C. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.04 ALLOWANCES SCHEDULE
   A. Contingency Allowance: Include the stipulated sum/price indicated on the Bid Form for any required and approved additional or unforeseen work on a forced account basis.

PART 2 PRODUCTS - NOT USED
PART 3 EXECUTION - NOT USED

END OF SECTION
SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Project Coordination.
B. Requests for Interpretation.
C. Preconstruction meeting.
D. Site mobilization meeting.
E. Progress meetings.
F. Construction progress schedule.
G. Progress photographs.
H. Coordination drawings.
I. Submittals for review, information, and project closeout.
J. Number of copies of submittals.
K. Submittal procedures.

1.02 RELATED REQUIREMENTS
A. Section 00 52 00 - Agreement Form: Dates for applications for payment.
B. Section 00 72 00 - General Conditions.
C. Section 00 73 00 - Supplementary Conditions.
D. Section 01 10 00 - Summary.
E. Section 01 32 16 - Construction Progress Schedule: Form, content, and administration of schedules.
F. Section 01 70 00 - Execution and Closeout Requirements: Additional coordination requirements.
G. Section 01 78 00 - Closeout Submittals: Project record documents.

1.03 REFERENCE STANDARDS

1.04 PROJECT COORDINATION
A. The Prime Contractor shall coordinate scheduling and timing of required procedures with other construction activities to avoid conflicts and to ensure the orderly progress of the Work as shown on the Drawings.
B. The Prime Contractor shall coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water and materials.
C. All Subcontractors shall cooperate with the Prime Contractor in allocation of mobilization areas of site; field offices, for vehicular and pedestrian access, traffic, and parking facilities.
D. During construction, the Prime Contractor shall coordinate use of site and facilities through the Project Manager.
E. The Prime Contractor shall coordinate procedures for intra-project communications; submittals, Request for Interpretations, reports and records, schedules, coordination drawings/schedules, recommendations and resolution of ambiguities and conflicts.
F. The Prime Contractor shall coordinate the use of temporary utilities and construction facilities.
G. The Prime Contractor shall make the following types of submittals to the Architect:
   1. Requests for interpretation.
2. Requests for substitution.
3. Shop drawings, product data, and samples.
4. Test and inspection reports.
5. Applications for payment and change order requests.
6. Progress schedules.
7. Final Correction Punch List for Substantial Completion.
8. Closeout submittals.

1.05 REQUESTS FOR INTERPRETATION (RFIS)

A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project Meetings, the Prime Contractor shall prepare and submit an RFI in the form specified.
   1. RFIs shall originate with individual Subcontractors and submitted through the Prime Contractor. RFIs submitted by entities other than the Prime Contractor will be returned with no response.
   2. The Prime Contractor shall coordinate and submit RFIs in a prompt manner so as to avoid delays in Prime Contractor's work or work of Subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
   1. Project name.
   2. Date.
   3. Name of Prime Contractor.
   5. RFI number, numbered sequentially.
   6. Specification section number and title and related paragraphs, as appropriate.
   7. Drawing number and detail references, as appropriate.
   8. Field dimensions and conditions, as appropriate.
   9. Prime Contractor’s suggested solution(s), as appropriate. If Prime Contractor’s solution(s) impact the Contract Time or the Contract Sum, the Prime Contractor shall state impact in the RFI.
   10. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
       a. Supplementary drawings prepared by the Prime Contractor shall include dimensions, thicknesses, structural grid references and details of affected materials, assemblies and attachments.

C. Hard-Copy RFIs:
   1. Identify each page of attachments with the RFI number and sequential page number.

D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.
   1. Attachments shall be electronic files in PDF format.

E. Architect’s Action: Architect will review each RFI, determine action required, and return it. Allow seven (7) working days for Architect’s response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
   1. The following RFIs will be returned without action:
      a. Requests for approval of submittals.
      b. Requests for approval of substitutions.
      c. Requests for coordination information already indicated in the Contract Documents.
      d. Requests for adjustments in the Contract Time or the Contract Sum.
      e. Requests for interpretation of Architect’s actions on submittals.
      f. Incomplete RFIs or RFIs with numerous errors.
   2. Architect’s action may include a request for additional information, in which case Architect’s time for response will start again.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for the Prime Contractor to submit a Change Proposal according to Section 01 20 00.
   a. If the Prime Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within ten (10) days of receipt of the RFI response.

F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven (7) days if the Prime Contractor disagrees with response.

G. RFI Log: The Prime Contractor shall prepare, maintain, and submit a tabular log of RFI's organized by the RFI number and submitted at the Progress Meetings.
   1. Project name.
   2. Name and address of Prime Contractor.
   3. Name and address of Architect.
   4. RFI number including RFIs that were dropped and not submitted.
   5. RFI description.
   6. Date the RFI was submitted.
   7. Date Architect's response was sent.
   8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION
3.01 PRECONSTRUCTION MEETING
   A. Architect will schedule a meeting after Notice of Award.

   B. Attendance Required:
      1. Owner.
      2. Project Manager.
      3. Architect.
      4. Prime Contractor.

   C. Agenda:
      1. Project coordination procedures.
      2. Execution of Owner-Prime Contractor Agreement.
      3. Submission of executed bonds and insurance certificates.
      5. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
      7. Procedures for processing Requests for Interpretations (RFIs).
      8. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
      9. Scheduling.

   D. Record minutes and distribute electronic copies within three (3) days after meeting to the Architect, Owner, Project Manager, participants, and those affected by decisions made.

3.02 SITE MOBILIZATION MEETING
   A. Schedule meeting at the Project site prior to Prime Contractor occupancy.

   B. Attendance Required:
      1. Prime Contractor.
2. Owner.
3. Project Manager.
5. Prime Contractor's Superintendent.

C. Agenda:
1. Use of premises by Owner and Prime Contractor.
2. Owner's requirements and occupancy prior to completion.
3. Construction facilities and controls provided by Owner.
4. Temporary utilities provided by Owner.
5. Layout of Work.
7. Schedules.
8. Application for payment procedures.
9. Procedures for Inspections.
11. Requirements for start-up of equipment.
12. Inspection and acceptance of equipment put into service during construction period.

D. Record minutes and distribute electronic copies within three (3) days after meeting to the Architect, Owner, Project Manager, participants, and those affected by decisions made.

3.03 PROGRESS MEETINGS
A. Schedule and administer meetings throughout progress of the Work at maximum bi-weekly intervals.
B. The Prime Contractor will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
C. Attendance Required:
1. Prime Contractor.
2. Owner.
3. Project Manager.
5. Prime Contractor's Superintendent.
D. Agenda:
1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems that impede, or will impede, planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of off-site fabrication and delivery schedules.
7. Review of RFIs.
10. Review of Applications for Payment.
11. Maintenance of progress schedule.
12. Corrective measures to regain projected schedules.
13. Planned progress during succeeding work period.
14. Coordination of projected progress.
15. Maintenance of quality and work standards.
16. Effect of proposed changes on progress schedule and coordination.
17. Pending claims and disputes.
18. Other business relating to Work.
E. Record minutes and distribute electronic copies within three (3) days after meeting to the Architect, Owner, Project Manager, participants, and those affected by decisions made.

3.04 CONSTRUCTION PROGRESS SCHEDULE
   A. Refer to Section 01 32 16 - Construction Progress Schedule for specific requirements and procedures.

3.05 PROGRESS PHOTOGRAPHS
   A. Submit photographs with each application for payment, taken not more than three (3) days prior to submission of application for payment.
   B. Photography Type: Digital; electronic files.
   C. Provide photographs of construction throughout progress of Work produced by any photographer, acceptable to Architect.
   D. In addition to periodic, recurring views, take photographs of each of the following events:
      1. Demolition of existing items scheduled to be removed.
      2. Structural framing in progress and upon completion.
      3. Completion of each phase of work.
      4. Final completion, minimum of ten (10) photos.
   E. Take photographs as evidence of existing project conditions as follows:
      1. Interior views: As required.
      2. Exterior views: As required.
   F. Views:
      1. Provide non-aerial exterior photographs from four cardinal views at each specified time, until Date of Substantial Completion.
      2. Consult with Architect for instructions on interior views required.
      3. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
   G. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
      1. Delivery Medium: On photo CD.
      2. File Naming: Include project identification, date and time of view, and view identification.
      3. Photo CD(s): Provide two (2), with files organized in separate folders by submittal date.

3.06 COORDINATION DRAWINGS
   A. The Prime Contractor shall submit a phasing plan to the Architect for review and approval.

3.07 SUBMITTALS FOR REVIEW
   A. When the following are specified in individual sections, submit them for review:
      1. Product data.
      2. Shop drawings.
   B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
   C. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below.

3.08 SUBMITTALS FOR INFORMATION
   A. When the following are specified in individual sections, submit them for information:
      1. Design data.
      2. Certificates.
      3. Test reports.
      4. Inspection reports.
      5. Other types indicated.
B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

3.09 SUBMITTALS FOR PROJECT CLOSEOUT
A. Submit Final Correction Punch List for Substantial Completion.
B. When the following are specified in individual sections, submit them at project closeout:
   1. Project record documents.
   2. Operation and maintenance data.
   3. Warranties.
   5. All outstanding Certified Payroll Reports.
   6. Other documentation as indicated.
C. Submit for Owner's benefit during and after project completion.

3.10 NUMBER OF COPIES OF SUBMITTALS
A. Electronic Documents for Review: Submit electronic documents in Portable Document Format (PDF) to the Architect; a hard copy or an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
B. Hard-Copy Documents for Review:
   1. Small Size Sheets, Not Larger Than 11 x 17 inches: Submit the number of copies that Prime Contractor requires, plus two (2) copies that will be retained by Architect.
   2. Larger Sheets, Not Larger Than 22 x 34 inches: Submit the number of opaque reproductions that Prime Contractor requires, plus two (2) copies that will be retained by Architect.
C. Documents for Information: Submit two (2) copies.
D. Extra Copies at Project Closeout: See Section 01 78 00.

3.11 SUBMITTAL PROCEDURES
A. Shop Drawing Procedures:
   1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
   2. Do not reproduce the Contract Documents to create shop drawings.
   3. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.
B. Transmit each submittal with a copy of approved submittal form.
C. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
D. Identify Project, Prime Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
E. Apply Prime Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
F. Deliver submittals to Architect at email address.
G. Deliver hard-copy submittals to Architect at business address, unless noted otherwise.
H. Schedule submittals to expedite the Project, and coordinate submission of related items.
I. For each submittal for review, allow ten (10) days excluding delivery time to and from the Prime Contractor.
J. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
K. Provide space for Prime Contractor and Architect review stamps.
L. When revised for resubmission, identify all changes made since previous submission.
M. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
N. Submittals not requested will not be recognized or processed.

END OF SECTION
SECTION 01 32 16
CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Preliminary schedule.
   B. Construction progress schedule, bar chart type showing critical path.

1.02 RELATED SECTIONS
   A. Section 01 10 00 - Summary: Work sequence, occupancy, and owner-furnished items.
   B. Section 01 30 00 - Administrative Requirements: Meetings and submittal requirements.
   C. Section 01 70 00 - Execution and Closeout Requirements.

1.03 REFERENCE STANDARDS
   B. M-H (CPM) - CPM in Construction Management - Project Management with CPM; O'Brien; 2006.

1.04 SUBMITTALS
   A. Within five (5) days after date established in Notice to Proceed, submit preliminary schedule.
   B. If preliminary schedule requires revision after review, submit revised schedule within five (5) days.
   C. Within three (3) days after joint review, submit complete schedule.
   D. Submit updated schedule with each Application for Payment.
   E. Submit the number of opaque reproductions that Prime Contractor requires, plus two (2) copies that will be retained by Architect.
   F. Submit under transmittal letter form specified in Section 01 30 00 - Administrative Requirements.

1.05 QUALITY ASSURANCE
   A. Prime Contractor's Administrative Personnel: one (1) years minimum experience in using and monitoring CPM schedules on comparable projects.

1.06 SCHEDULE FORMAT
   A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
   B. Diagram Sheet Size: Maximum 11 x 17 inches and legible.
   C. Scale and Spacing: To allow for notations and revisions.

1.07 COORDINATION
   A. Prime Contractor shall coordinate preparation and processing of schedules and any required reports with performance of construction activities and with scheduling and reporting of separate Subcontractors.
   B. Prime Contractor shall coordinate the Construction Progress Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests and any other required schedule and report.
      1. Secure time commitments for performing critical elements of the Work from all parties involved.
      2. Coordinate each construction activity in the project with other activities and schedule them in proper sequence.
PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRELIMINARY SCHEDULE
   A. Prepare preliminary schedule in the form of a horizontal bar chart.

3.02 CONTENT
   A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
   B. Identify each item by specification section number. Provide additional breakdown as required.
   C. Identify work of separate Subcontractors and other logically grouped activities.
   D. Include conferences and meetings in schedule.
   E. Coordinate content with schedule of values specified in Section 01 20 00 - Price and Payment Procedures.
   F. Provide legend for symbols and abbreviations used.

3.03 BAR CHARTS
   A. Include a separate bar for each major portion of Work or operation.
   B. Identify the first work day of each week.

3.04 REVIEW AND EVALUATION OF SCHEDULE
   A. Participate in joint review and evaluation of schedule with Architect at each submittal.
   B. Evaluate project status to determine work behind schedule and work ahead of schedule.
   C. After review, revise as necessary as result of review, and resubmit within five (5) days.

3.05 UPDATING SCHEDULE
   A. Maintain schedules to record actual start and finish dates of completed activities.
   B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
   C. Update diagrams to graphically depict current status of Work.
   D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
   E. Indicate changes required to maintain Date of Substantial Completion.
   F. Submit reports required to support recommended changes.
   G. Provide narrative report to define problem areas, anticipated delays, and impact on the schedule. Report corrective action taken or proposed and its effect including the effects of changes on schedules of separate Subcontractors.

3.06 DISTRIBUTION OF SCHEDULE
   A. Distribute copies of updated schedules to project site file, Subcontractors, Architect, Owner, Project Manager and other concerned parties.
   B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

END OF SECTION
SECTION 01 40 00  
QUALITY REQUIREMENTS 

PART 1 GENERAL 
1.01 SECTION INCLUDES 
A. References and standards.  
B. Submittals.  
C. Quality assurance.  
D. References and standards.  
E. Control of installation.  
F. Tolerances.  
G. Testing and inspection services.  
H. Control of installation.  
I. Tolerances.  
J. Defect Assessment. 

1.02 RELATED REQUIREMENTS  
A. Section 00 72 00 - General Conditions: Inspections and approvals required by public authorities.  
B. Section 00 73 00 - Supplementary Conditions.  
C. Section 01 30 00 - Administrative Requirements: Submittal procedures.  
D. Section 01 60 00 - Product Requirements: Requirements for material and product quality. 

1.03 REFERENCE STANDARDS  

1.04 SUBMITTALS  
A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.  
B. Testing and Inspection Agency Qualifications:  
   1. Prior to start of Work, submit agency name, address, and telephone number, and names of full time specialist and responsible officer.  
C. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.  
D. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Prime Contractor.  
   1. Include:  
      a. Date issued.  
      b. Project title and number.  
      c. Name of inspector.  
      d. Date and time of sampling or inspection.  
      e. Identification of product and specifications section.  
      f. Location in the Project.  
      g. Type of test/inspection.  
      h. Date of test/inspection.  
      i. Results of test/inspection.  
      j. Conformance with Contract Documents.
k. When requested by Architect, provide interpretation of results.

2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.

E. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Prime Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.

1.05 QUALITY ASSURANCE

A. Inspection Agency Qualifications:
1. Prior to start of Work, submit agency name, address, and telephone number, and names of full time specialist and responsible officer.
   a. Qualification Statement: Provide documentation showing Inspector is accredited under ASTM E329.

B. Testing Agency Qualifications:
1. Prior to start of Work, submit agency name, address, and telephone number, and names of full time specialist and responsible officer.
2. Qualification Statement: Provide documentation showing testing laboratory is accredited under IAS AC89.

1.06 REFERENCES AND STANDARDS

A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.

C. Obtain copies of standards where required by product specification sections.

D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.

E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.

F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.07 TESTING AND INSPECTION AGENCIES AND SERVICES

A. As indicated in individual specifications sections, Prime Contractor shall employ and pay for services of an independent Testing and Inspection Agency to perform specified testing and inspection.

B. Prime Contractor/Manufacturer Employed Agency:
2. Laboratory Qualifications: Accredited by IAS according to IAS AC89.
3. Laboratory: Authorized to operate in Pennsylvania.
4. Testing Equipment: Calibrated at reasonable intervals either by NIST or using an NIST established Measurement Assurance Program, under a laboratory measurement quality assurance program.
PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION
A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
B. Comply with manufacturers' instructions, including each step in sequence.
C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
E. Have Work performed by persons qualified to produce required and specified quality.
F. Verify that field measurements are as indicated on drawings or as instructed by the Architect or Engineer.
G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TOLERANCES
A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
B. Adjust products to appropriate dimensions; position before securing products in place.

3.03 TESTING AND INSPECTION
A. See individual specification sections for testing and inspection required.
B. Testing/Inspection Agency Duties:
   2. Perform specified sampling and testing of products in accordance with specified standards.
   3. Perform required inspections of Work in accordance with specified standards.
   5. Promptly notify Architect and Prime Contractor of observed irregularities or non-conformance of Work or products.
   6. Perform additional inspections until compliance is achieved.
   7. Submit reports of all tests/inspections specified.
   8. Submit certificates or proof of approved compliance.
C. Limits on Testing/Inspection Agency Authority:
   1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
   2. Agency may not approve or accept any portion of the Work.
   3. Agency may not assume any duties of Prime Contractor.
   4. Agency has no authority to stop the Work.
D. Prime Contractor Responsibilities:
   1. Deliver to Testing/Inspection Agency at designated location, documentation of all materials proposed to be installed that require inspection, along with copies of all applicable required permits.
   2. Cooperate with Testing/Inspection Agency personnel and provide access to the Work.
   3. Provide incidental labor and facilities:
      a. To provide access to Work to be tested/inspected.
      b. To facilitate tests/inspections.
4. Schedule with Architect, Owner, Authority having Jurisdiction and Testing/Inspection Agency all required testing/inspection services as specified in individual specifications sections.

5. Employ services of an independent Testing/Inspection Agency and pay for additional samples, tests, and inspections required by Project Manager beyond specified requirements.

E. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect.

F. Re-testing required because of non-conformance to specified requirements shall be paid for by Prime Contractor.

3.04 DEFECT ASSESSMENT

A. Replace Work or portions of the Work not conforming to specified requirements.

B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct an appropriate remedy or adjust payment.

C. The authority of Architect to assess the defect, determine an appropriate remedy and identify payment adjustment is final.

END OF SECTION
SECTION 01 41 00
REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY OF REFERENCE STANDARDS

A. Prime Contractors are responsible for compliance with all applicable local, state, and federal laws, codes, ordinances and requirements including those of, but not limited to the Philadelphia Department of Aviation (DOA), OSHA, local and state building codes.

B. Regulatory requirements applicable to this project are the following:
   2. All work shall comply with current effective editions of the various applicable Subcodes of the 2010 Philadelphia Building Construction and Occupancy Code (BCOC).


D. Prime Contractors are responsible for obtaining and paying for all permits and fees required by the City of Philadelphia and all Utilities Companies.

1.02 RELATED REQUIREMENTS

A. Section 01 40 00 - Quality Requirements.

1.03 QUALITY ASSURANCE

A. Designer Qualifications: Where delegated engineering design is to be performed under the construction contract provide the direct supervision of a Professional Engineer experienced in design of this type of work and licensed in Pennsylvania.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION
SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Temporary utilities.
B. Temporary telecommunications services.
C. Temporary sanitary facilities.
D. Temporary Controls: Barriers, enclosures, and fencing.
E. Vehicular access and parking.
F. Waste removal facilities and services.
G. Project identification sign.
H. Field offices.

1.02 RELATED REQUIREMENTS
A. Section 00 72 00 - General Conditions of the Contract.
B. Section 00 73 00 - Supplementary Conditions.

1.03 REFERENCE STANDARDS

1.04 COORDINATION
A. The Prime Contractor shall be responsible to coordinate, oversee and deliver all required work and procedures specified in this section.
B. See Section 01 10 00 for occupancy-related requirements.

1.05 TEMPORARY UTILITIES
A. Owner will provide the following:
   1. Electrical power, consisting of connection to existing facilities.
   2. Water supply, consisting of connection to existing facilities.
B. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.06 TELECOMMUNICATIONS SERVICES
A. Provide, maintain, and pay for telecommunications services at Project site at all times.
B. Telecommunications services shall include:
   1. Cellular Lines: One line.

1.07 TEMPORARY SANITARY FACILITIES
A. Use of existing facilities located at the facility is permitted.

1.08 BARRIERS
A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.
C. Traffic Controls: As required by the Owner.

1.09 FENCING
A. Construction: Prime Contractor's option at no additional cost to the Owner.
B. If Prime Contractor elects to install temporary fencing, provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks.

1.10 VEHICULAR ACCESS AND PARKING
A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
B. Coordinate access and haul routes with governing authorities and Owner.
C. Provide and maintain access to fire hydrants, free of obstructions.
D. Existing parking areas determined by the Owner may be used for construction parking.
E. Do not allow vehicle parking on existing pavement.

1.11 WASTE REMOVAL
A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
B. Provide containers with lids. Remove trash from site as required.
C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers or locate as directed by the Owner.

1.12 PROJECT IDENTIFICATION
A. Project identification signs shall not be required.
B. No other signs are allowed without Owner permission except those required by law.

1.13 FIELD OFFICES
A. Field offices shall not be required.
B. Owner will provide space for Project Meetings within the facility.

1.14 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS
A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
B. Clean and repair damage caused by installation or use of temporary work.
C. Restore existing facilities used during construction to original condition.

PART 2 PRODUCTS - NOT USED
PART 3 EXECUTION - NOT USED

END OF SECTION
SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. General product requirements.
   B. Transportation, handling, storage and protection.
   C. Product option requirements.
   D. Substitution limitations and procedures.

1.02 RELATED REQUIREMENTS
   A. Section 00 21 13 - Instructions to Bidders: Product options and substitution procedures prior to bid date.
   B. Section 00 43 36 - List of Subcontractors and Material Suppliers.
   C. Section 01 40 00 - Quality Requirements: Product quality monitoring.

1.03 REFERENCE STANDARDS

1.04 SUBMITTALS
   A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
      1. Submit within ten (10) days after date of Notice to Proceed.
      2. For products specified only by reference standards, list applicable reference standards.
   B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers’ standard data to provide information specific to this Project.

1.05 QUALITY ASSURANCE
   A. Recycled Content: Determine percentage of post-consumer and pre-consumer (post-industrial) content separately, using the guidelines contained in 16 CFR 260.13.
      1. Previously used, reused, refurbished, and salvaged products are not considered recycled.
      2. Acceptable Evidence:
         a. For percentage of recycled content, information from manufacturer.
         b. For cost, Prime Contractor's cost data.

PART 2 PRODUCTS

2.01 NEW PRODUCTS
   A. Provide new products unless specifically required or permitted by the Contract Documents.
   B. DO NOT USE products having any of the following characteristics:
      1. Made outside the United States, its territories, Canada, or Mexico.
      2. Made using or containing CFC's or HCFC's.
      3. Made of wood from newly cut old growth timber.
      4. Containing lead, cadmium, asbestos.
   C. Where all other criteria are met, Prime Contractor shall give preference to products that:
      1. Are extracted, harvested, and/or manufactured closer to the location of the project.
      2. Have longer documented life span under normal use.
      3. Result in less construction waste.
      4. Are made of recycled materials.
      5. If made of wood, are made of sustainably harvested wood, wood chips, or wood fiber.
2.02 PRODUCT OPTIONS
A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.
D. Products Specified by Naming One or More Manufacturers with a Provision for Equal Substitutions: Submit a request for substitution for any manufacturer not named.

PART 3 EXECUTION
3.01 SUBSTITUTION PROCEDURES
A. Instructions to Bidders specifies time restrictions for submitting requests for substitutions during the bidding period and the documents required. Comply with requirements specified in Section 00 21 13.
B. Architect will consider requests for substitutions only within 15 days after date established in Notice to Proceed.
C. Substitutions will be considered when a product, through no fault of the Prime Contractor, becomes unavailable or unsuitable due to regulatory change.
D. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
E. A request for substitution constitutes a representation that the submitter:
   1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
   2. Agrees to provide the same warranty for the substitution as for the specified product.
   3. Agrees to coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
   4. Waives claims for additional costs or time extension that may subsequently become apparent.
   5. Agrees to reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
F. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
G. Substitution Submittal Procedure (after contract award):
   1. Submit three (3) copies of request for substitution for consideration. Limit each request to one proposed substitution.
   2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
   3. Architect will notify Prime Contractor in writing of decision to accept or reject request.

3.02 TRANSPORTATION AND HANDLING
A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
D. Transport and handle products in accordance with manufacturer's instructions.
E. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
F. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
G. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION
A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
B. Store and protect products in accordance with manufacturers' instructions.
C. Store with seals and labels intact and legible.
D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
E. For exterior storage of fabricated products, place on sloped supports above ground.
F. Provide off-site storage and protection when site does not permit on-site storage or protection.
G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
H. Comply with manufacturer’s warranty conditions, if any.
I. Do not store products directly on the ground.
J. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
K. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
L. Prevent contact with material that may cause corrosion, discoloration, or staining.
M. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
N. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION
SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Examination, preparation, and general installation procedures.
B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
C. Pre-installation meetings.
D. Cutting and patching.
E. Laying out the work.
F. Cleaning and protection.
G. Closeout procedures, including Prime Contractor's Correction Punch List, except payment procedures.

1.02 RELATED REQUIREMENTS
A. Section 01 10 00 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
B. Section 01 30 00 - Administrative Requirements: Submittals procedures.
C. Section 01 40 00 - Quality Requirements: Testing and inspection procedures.
D. Section 01 50 00 - Temporary Facilities and Controls.
E. Section 01 60 00 - Product Requirements.
F. Section 01 78 00 - Closeout Submittals: Project record documents, operation and maintenance data, warranties.
G. Section 02 41 00 - Demolition.

1.03 REFERENCE STANDARDS

1.04 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
   1. Structural integrity of any element of Project.
   2. Integrity of weather exposed or moisture resistant element.
   3. Efficiency, maintenance, or safety of any operational element.
   5. Include in request:
      a. Identification of Project.
      b. Location and description of affected work.
      c. Necessity for cutting or alteration.
      d. Description of proposed work and products to be used.
      e. Alternatives to cutting and patching.
      f. Date and time work will be executed.

1.05 QUALIFICATIONS
A. For demolition work, employ a firm specializing in the type of work required.

1.06 PROJECT CONDITIONS
A. Use of explosives is not permitted.
B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
   1. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.

C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
   1. Outdoors: Limit conduct of especially noisy exterior work to the hours of 6 am to 5 pm.

D. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.07 COORDINATION

A. The Prime Contractor shall be responsible to coordinate, oversee and deliver all required work and procedures specified in this section.

B. See Section 01 10 00 for occupancy-related requirements.

C. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.

D. Coordinate space requirements, supports, and installation of the Work that is indicated diagrammatically on Drawings. Follow routing shown for new materials as closely as practicable. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

E. Coordinate completion and clean-up of work of separate sections.

F. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner’s activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

A. New Materials: As specified in product sections; match existing products and work for patching and extending work.

B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.

E. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.
3.02 PREPARATION
   A. Clean substrate surfaces prior to applying next material or substance.
   B. Seal cracks or openings of substrate prior to applying next material or substance.
   C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS
   A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
   B. Require attendance of parties directly affecting, or affected by, work of the specific section.
   C. Notify Architect five (5) days in advance of meeting date.
   D. Prepare agenda and preside at meeting:
      1. Review conditions of examination, preparation and installation procedures.
      2. Review coordination with related work.
   E. Record minutes and distribute electronic copies within five (5) days after meeting to participants, with one (1) copy to Architect, Owner, participants, and those affected by decisions made.
   F. Record minutes and distribute electronic copies within three (3) days after meeting to the Architect, Owner, Project Manager, participants, and those affected by decisions made.

3.04 LAYING OUT THE WORK
   A. Verify locations of new Work as shown on drawings prior to starting work.
   B. Promptly notify Architect of any discrepancies discovered.
   C. Maintain a complete and accurate log of locations of Work as it progresses.

3.05 GENERAL INSTALLATION REQUIREMENTS
   A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
   B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
   C. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
   D. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 ALTERATIONS
   A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
      1. Verify that construction and utility arrangements are as shown.
      2. Report discrepancies to Architect before disturbing existing installation.
      3. Beginning of alterations work constitutes acceptance of existing conditions.
   B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
   C. Remove existing work as indicated and as required to accomplish new work.
      1. Remove items indicated on drawings.
      2. Where new materials are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new materials; remove existing finish if necessary for successful application of new materials.
      3. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
   D. Protect existing work to remain.
      1. Prevent movement of structure; provide shoring and bracing if necessary.
      2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
      3. Repair adjacent construction and finishes damaged during removal work.
E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
   1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
   2. Where a change of plane of 1/2 inch or more occurs in existing work, submit recommendation for providing a smooth transition for Architect review and request instructions.

F. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.

G. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.

H. Do not begin new construction in alterations areas before demolition is complete.

I. Comply with all other applicable requirements of this section.

3.07 CUTTING AND PATCHING

A. Whenever possible, execute the work by methods that avoid cutting or patching.

B. See Alterations article above for additional requirements.

C. Perform whatever cutting and patching is necessary to:
   1. Complete the work.
   2. Fit products together to integrate with other work.
   3. Match work that has been cut to adjacent work.
   4. Repair areas adjacent to cuts to required condition.
   5. Repair new work damaged by subsequent work.
   6. Remove and replace defective and non-conforming work.

D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.

E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

F. Restore work with new products in accordance with requirements of Contract Documents.

G. Patching:
   1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
   2. Match color, texture, and appearance.
   3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.08 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Collect and remove waste materials, debris, and trash/rubbish from site daily and dispose off-site; do not burn or bury.

3.09 PROTECTION OF INSTALLED WORK

A. Protect installed work from damage by construction operations.

B. Provide special protection where specified in individual specification sections.
C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
D. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.10 FINAL CLEANING
A. Prime Contractor shall be responsible to execute items within this subsection.
B. Execute final cleaning prior to Substantial Completion.
   1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.
C. Use cleaning materials that are nonhazardous.
D. Clean new Work with cleaning materials appropriate to the surface and material being cleaned.
E. Clean debris from area drains.
F. Clean site and sweep paved areas.
G. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.
H. Clean Owner-occupied areas of work.

3.11 CLOSEOUT PROCEDURES
A. Make submittals that are required by governing or other authorities.
   1. Provide copies to Architect and Owner.
B. Accompany Project Manager and Architect on preliminary inspection to determine items to be listed for completion or correction in the Prime Contractor's Correction Punch List for Prime Contractor's Notice of Substantial Completion.
C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
D. Owner will occupy portions of the site as specified in Section 01 10 00.
E. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
F. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

END OF SECTION
SECTION 01 78 00
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Project Record Documents.
   B. Warranties and bonds.

1.02 RELATED REQUIREMENTS
   A. Section 00 72 00 - General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
   B. Section 00 73 00 - Supplementary Conditions.
   C. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
   D. Section 01 70 00 - Execution and Closeout Requirements: Contract closeout procedures.
   E. Individual Product Sections: Specific requirements for operation and maintenance data.
   F. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS
   A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
   B. Warranties and Bonds:
      1. Make submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
      2. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

1.04 COORDINATION
   A. The Prime Contractor shall be responsible to coordinate, oversee and deliver all required work and procedures specified in this section.
   B. See Section 01 10 00 for occupancy-related requirements.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS
   A. Maintain on site, in addition to documents used for construction, one set of the following record documents for closeout document submission:
      1. Submittals.
      2. Field changes of dimension and detail.
      3. Details not on original Contract Drawings.
      4. Product substitution information or alternates utilized.
      5. Change Orders and other modifications to the Contract.
   B. Ensure entries are complete and accurate, enabling future reference by Owner.
   C. Store record documents separate from documents used for construction.
   D. Record information concurrent with construction progress.

3.02 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS
   A. Assemble data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
B. Where systems involve more than one specification section, provide separate tabbed divider for each system.

C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; one (1) inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.

D. Cover: Identify each binder with typed or printed title PROJECT RECORD DOCUMENTS; identify title of Project; identify subject matter of contents.

E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Prime Contractor and subcontractors, with names of responsible parties.

F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.

G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.

H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.

I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

J. Photographs: As indicated in Section 01 30 00.

K. Arrangement of Contents: Organize each volume in parts as follows:
   1. Project Directory.
   2. Table of Contents, of all volumes, and of this volume.
   3. Project Record Documents.
   4. Warranties and Bonds.
   5. Photographs.

3.03 WARRANTIES AND BONDS

A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal.

END OF SECTION
SECTION 02 41 00
DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS
   A. Section 01 10 00 - Summary: Limitations on Contractor's use of site and premises.
   B. Section 01 10 00 - Summary: Sequencing and phasing requirements.

1.03 REFERENCE STANDARDS

PART 2 PRODUCTS

2.01 MATERIALS (NOT USED)

PART 3 EXECUTION

3.01 SCOPE
   A. Remove portions of existing masonry walls to allow repairs to existing steel lintels.
   B. Remove or cut any portions of any existing deteriorated steel members.
   C. Perform demolition work according to the phases indicated in Section 01 10 00 and the approved Construction Progress Schedule.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS
   A. Comply with other requirements specified in Section 01 70 00.
   B. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
      1. Use of explosives is not permitted.
      2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
      3. Provide, erect, and maintain temporary barriers and security devices.
      4. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
      5. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
      6. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
   C. Do not begin removal until receipt of notification to proceed from Owner.
   D. Protect existing structures and other elements that are not to be removed.
      1. Provide bracing and shoring.
      2. Stop work immediately if adjacent structures appear to be in danger.
   E. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.

3.03 SELECTIVE DEMOLITION FOR ALTERATIONS
   A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
      1. Verify that construction and utility arrangements are as shown.
      2. Report discrepancies to Architect before disturbing existing installation.
3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.

B. Separate areas in which demolition is being conducted from other areas that are still occupied.
   1. Provide, erect, and maintain temporary barriers as specified in Section 01 50 00.

C. Remove existing work as indicated and as required to accomplish new work.
   1. Remove corroded metals, and deteriorated masonry; replace with new construction specified.
   2. Remove items indicated on drawings.

D. Protect existing work to remain.
   1. Prevent movement of structure; provide shoring and bracing if necessary.
   2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
   3. Repair adjacent construction and finishes damaged during removal work.
   4. Patch as specified for patching new work.

3.04 DEBRIS AND WASTE REMOVAL

A. Remove debris, junk, and trash from site.

B. Remove from site all materials not to be reused on site.

C. Leave site in clean condition, ready for subsequent work.

D. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION
SECTION 04 20 00
UNIT MASONRY

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Concrete Block.
   B. Mortar.
   C. Flashings.
   D. Accessories.

1.02 RELATED REQUIREMENTS
   A. Section 05 12 00 - Structural Steel Framing: Steel lintels.

1.03 REFERENCE STANDARDS
   B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.

1.04 ADMINISTRATIVE REQUIREMENTS
   A. Preinstallation Meeting: Convene a preinstallation meeting one week before starting work of this section; require attendance by all relevant installers.

1.05 SUBMITTALS
   A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
   B. Product Data: Provide data for masonry units, mortar, and masonry accessories.

1.06 QUALITY ASSURANCE
   A. Comply with provisions of ACI 530/530.1/ERTA, except where exceeded by requirements of the contract documents.
   B. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section with minimum three years of documented experience.
   C. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING
   A. Deliver, handle, and store masonry units by means that will prevent mechanical damage and contamination by other materials.

PART 2 PRODUCTS

2.01 CONCRETE MASONRY UNITS
   A. Basis of Design: Fizzano Bros. Concrete Products, Inc.
B. Manufacturers: Products of equal quality and performance from any of the following manufacturers are approved for use.
   4. Substitutions: See section 01 60 00 - Product Requirements.
C. Concrete Block: Comply with referenced standards and as follows:
   1. Size: Standard units with nominal face dimensions of 16 x 8 inches and nominal depth of 8 inches.
      a. Hollow block, as indicated.
      b. Lightweight.

2.02 MORTAR MATERIALS
A. Masonry Cement: ASTM C91/C91M, Type S.
   1. Colored Mortar: Premixed cement as required to match block color.
B. Hydrated Lime: ASTM C207, Type S.
C. Mortar Aggregate: ASTM C144.
D. Water: Clean and potable.
E. Packaged Dry Material for Mortar for Unit Masonry: Premixed Portland cement, hydrated lime, and sand; complying with ASTM C387/C387M and capable of producing mortar of the specified strength in accordance with ASTM C270 with the addition of water only.
   1. Type: Type S.

2.03 FLASHINGS
A. Galvanized Steel Flashing: ASTM A653/A653M, with G90/Z275 coating, 26 gage, 0.0179 inch base metal thickness.
B. Flashing Sealant/Adhesives: Silicone, polyurethane, or silyl-terminated polyether/polyurethane or other type required or recommended by flashing manufacturer; type capable of adhering to type of flashing used.

2.04 ACCESSORIES
A. Weeps:
   1. Type: Cotton rope.
B. Cleaning Solution: Non-acidic, not harmful to masonry work or adjacent materials.

2.05 MORTAR MIXES
A. Mortar for Unit Masonry: ASTM C270, using the Proportion Specification.
   1. Exterior, non-loadbearing masonry: Type S.
B. Colored Mortar: Proportion selected pigments and other ingredients to match adjacent block, without exceeding manufacturer's recommended pigment-to-cement ratio.
   C. Mixing: Use mechanical batch mixer and comply with referenced standards.

PART 3 EXECUTION

3.01 EXAMINATION
A. Verify that field conditions are acceptable and are ready to receive masonry.
B. Verify that related items provided under other sections are properly sized and located.
C. Verify that built-in items are in proper location, and ready for roughing into masonry work.
3.02 PREPARATION
   A. Direct and coordinate placement of steel member supplied for installation under other sections.
   B. Provide temporary bracing during installation of masonry work. Maintain in place until building structure provides permanent bracing.

3.03 COLD AND HOT WEATHER REQUIREMENTS
   A. Comply with requirements of ACI 530/530.1/ERTA or applicable building code, whichever is more stringent.

3.04 COURSING
   A. Establish lines, levels, and coursing indicated. Protect from displacement.
   B. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.
   C. Concrete Masonry Units:
      1. Bond: Running.
      2. Coursing: One unit and one mortar joint to equal 8 inches.

3.05 PLACING AND BONDING
   A. Lay hollow masonry units with face shell bedding on head and bed joints.
   B. Buttering corners of joints or excessive furrowing of mortar joints is not permitted.
   C. Remove excess mortar and mortar smears as work progresses.
   D. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment must be made, remove mortar and replace.
   E. Perform job site cutting of masonry units with proper tools to provide straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.

3.06 WEEPS/CAVITY VENTS
   A. Install weeps in exterior walls at 32 inches on center horizontally above shelf angles and lintels.

3.07 MASONRY FLASHINGS
   A. Whether or not specifically indicated, install masonry flashing to divert water to exterior at all locations where downward flow of water will be interrupted.
   B. Extend metal flashings to within 1/4 inch of exterior face of masonry.
   C. Lap end joints of flashings at least 6 inches, minimum, and seal watertight with flashing sealant/adhesive.

3.08 TOLERANCES
   A. Maximum Variation From Unit to Adjacent Unit: 1/8 inch.
   B. Maximum Variation from Plumb: 1/4 inch.
   C. Maximum Variation from Level Coursing: 1/8 inch.
   D. Maximum Variation of Mortar Joint Thickness: 1/8 inch.

3.09 CUTTING AND FITTING
   A. Obtain approval prior to cutting or fitting masonry work not indicated or where appearance or strength of masonry work may be impaired.

3.10 CLEANING
   A. Remove excess mortar and mortar droppings.
   B. Replace defective mortar. Match adjacent work.
   C. Clean soiled surfaces with cleaning solution.
D. Use non-metallic tools in cleaning operations.

3.11 PROTECTION
   A. Without damaging completed work, provide protective boards at exposed external corners that are subject to damage by construction activities.

3.12 SCHEDULES
   A. Refer to drawings for locations.

END OF SECTION
SECTION 05 12 00
STRUCTURAL STEEL FRAMING

PART 1 GENERAL
1.01 SECTION INCLUDES
A. Structural steel lintel repairs.

1.02 RELATED REQUIREMENTS
A. Section 04 20 00 - Unit Masonry.

1.03 PRICE AND PAYMENT PROCEDURES
A. See Section 01 22 00 - Unit Prices, for additional unit price requirements.

1.04 REFERENCE STANDARDS

1.05 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

1.06 QUALITY ASSURANCE
A. Fabricate structural steel members in accordance with AISC (MAN) "Steel Construction Manual."

PART 2 PRODUCTS
2.01 REGULATORY REQUIREMENTS

2.02 MATERIALS
A. Steel Angles and Plates: ASTM A36/A36M.
B. Steel W Shapes and Tees: ASTM A992/A992M.
C. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.
D. Touch-Up Primer for Galvanized Surfaces: Fabricator's standard, complying with VOC limitations of authorities having jurisdiction.

2.03 FABRICATION
A. Shop fabricate to greatest extent possible.
B. Fabricate connections for welding.

2.04 FINISH
A. Galvanize structural steel members to comply with ASTM A123/A123M. Provide minimum 1.7 oz/sq ft galvanized coating.
2.05 SOURCE QUALITY CONTROL
A. Welded Connections: Visually inspect all shop-welded connections and test at least 10 percent of welds using the following:
   1. Radiographic testing performed in accordance with ASTM E94.
   2. Ultrasonic testing performed in accordance with ASTM E164.
   3. Liquid penetrant inspection performed in accordance with ASTM E165/E165M.
   4. Magnetic particle inspection performed in accordance with ASTM E709.

PART 3 EXECUTION
3.01 EXAMINATION
A. Verify that conditions are appropriate for erection of structural steel and that the work may properly proceed.

3.02 ERECTION
A. Erect structural steel in compliance with AISC S303 "Code of Standard Practice for Steel Buildings and Bridges".
B. Allow for erection loads, and provide sufficient temporary bracing to maintain structure in safe condition, plumb, and in true alignment until completion of erection and installation of permanent bracing.
C. Field weld components indicated on shop drawings.
D. Do not field cut or alter structural members without approval of Architect.
E. After erection, prime welds, abrasions, and surfaces not galvanized, except surfaces to be in contact with concrete.

3.03 FIELD QUALITY CONTROL
A. Welded Connections: Visually inspect all field-welded connections and test at least 10 percent of welds using the following:
   1. Radiographic testing performed in accordance with ASTM E94.
   2. Ultrasonic testing performed in accordance with ASTM E164.
   3. Liquid penetrant inspection performed in accordance with ASTM E165/E165M.
   4. Magnetic particle inspection performed in accordance with ASTM E709.

END OF SECTION
SECTION 07 90 05
JOINT SEALERS

PART 1  GENERAL

1.01  SECTION INCLUDES
A. Sealants and joint backing.

1.02  RELATED REQUIREMENTS
A. Section 03 30 00 - Cast-in-Place Concrete.
B. Section 04 20 00 - Unit Masonry.
C. Section 26 05 34 - Conduit.

1.03  REFERENCE STANDARDS
C. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition.

1.04  ADMINISTRATIVE REQUIREMENTS
A. Coordinate the work with other sections referencing this section.

1.05  SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.
C. Manufacturer's Installation Instructions: Indicate special procedures, surface preparation, and perimeter conditions requiring special attention.

1.06  QUALITY ASSURANCE
A. Maintain one copy of each referenced document covering installation requirements on site.

1.07  FIELD CONDITIONS
A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

1.08  COORDINATION
A. Coordinate the work with all sections referencing this section.

1.09  WARRANTY
A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
B. Correct defective work within a two (2) year period after Date of Substantial Completion.
C. Warranty: Include coverage for installed sealants and accessories which fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2  PRODUCTS

2.01  MANUFACTURERS
A. Silicone Sealants: Products of equal quality and performance from any of the following manufacturers are approved for use.
   4. Substitutions: See Section 01 60 00 - Product Requirements.
B. Polyurethane Sealants: Products of equal quality and performance from any of the following manufacturers are approved for use.
4. Substitutions: See Section 01 60 00 - Product Requirements.

C. Polysulfide Sealants: Products of equal quality and performance from any of the following manufacturers are approved for use.
4. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 SEALANTS
A. Sealants and Primers - General: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No.1168.
B. Type S-1 - Concrete Paving Joint Sealant: Polyurethane, self-leveling; ASTM C 920, Class 25, Uses T, I, M and A; single component.
   2. Applications: Use for:
      a. Joints in sidewalks and vehicular paving.
C. Type S-2 - General Purpose Exterior Sealant: Polyurethane, Polysulfide, or Silicone; ASTM C920, Grade NS, Class 25 minimum; Uses M, G, and A; single component.
   1. Color: Match adjacent finished surfaces.
   2. Applications: Use for:
      a. Control, expansion, and soft joints in masonry.
      b. Joints between concrete and other materials.
      c. Joints between metal frames and other materials.
      d. Joints between masonry and other materials.
      e. Under exterior door thresholds.
      f. Other exterior joints for which no other sealant is indicated.

2.03 ACCESSORIES
A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
C. Joint Backing: Round foam rod compatible with sealant; ASTM D 1667, closed cell PVC; oversized 30 to 50 percent larger than joint width.
D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 EXECUTION

3.01 EXAMINATION
A. Verify that substrate surfaces and joint openings are ready to receive work.
B. Verify that joint backing and release tapes are compatible with sealant.

3.02 PREPARATION
A. Remove loose materials and foreign matter that could impair adhesion of sealant.
B. Clean and prime joints in accordance with manufacturer's instructions.
C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
D. Protect elements surrounding the work of this section from damage or disfigurement.
3.03 INSTALLATION
   A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
   B. Perform installation in accordance with ASTM C1193.
   C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
   D. Install bond breaker where joint backing is not used.
   E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
   F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
   G. Tool joints concave.

3.04 CLEANING
   A. Clean adjacent soiled surfaces.

3.05 PROTECTION
   A. Protect sealants until cured.

3.06 SCHEDULE
   A. Refer to drawings for specific locations.

END OF SECTION