COOPERTOWN ELEMENTARY SCHOOL

School District of Haverford Township

800 Coopertown Road
Bryn Mawr, PA 19010

October 7, 2022

SPECIFICATIONS FOR: FULLY ADHERED EPDM MEMBRANE ROOF REPLACEMENT ON ROOFS A - F

CONSULTANT:

Mark J. Sobeck Roof Consulting, Inc.
161 Main Street, Suite 300
Luzerne, PA 19010
Phone 570-829-5777 Fax 866-221-5923
Email: mark.sobeck@marksobeck.com

MEMBER – IIBEC

INVITATION FOR BIDS

Bids are requested for **FULLY-ADHERED EPDM MEMBRANE ROOF REPLACEMENT ON ROOF A - F** at **Coopertown Elementary School**, 800 Coopertown Road, Bryn Mawr, PA 19010.

Bids will be received until 1:30 PM Tuesday, November 1, 2022. Bids received after the stated time will not be accepted.

Sealed bids shall be hand-delivered or mailed to:

Ms. Martha Kew, Business Manager
School District of Haverford Township
50 East Eagle Road
Havertown, PA 19083

Sealed envelopes shall clearly read "**BID FOR FULLY-ADHERED EPDM MEMBRANE ROOF REPLACEMENT ON COOPERTOWN ELEMENTARY ROOFS A - F"**. Bids received after the stated time will not be accepted. No emailed or faxed bids will be received. Each bid must be submitted on the Bid Form provided. Bidders shall not alter this form in anyway.

Bid documents will be available as of October 13, 2022. One (1) set of bid documents will be available by calling the Roof Consultant. Documents will be provided at no charge, via email, in PDF format.

Each bid must be accompanied by a Bid Security that shall not be less than ten percent (10%) of the amount of the Total Base Bid, a Non-Collusion Affidavit of Prime Bidders and Statement of Bidders Qualification.

The successful Bidder will be required to provide a 100% Performance Bond and 100% Labor and Material Payment Bond.

A mandatory online Zoom pre-bid meeting will be held on Monday, October 24th at 10:00 AM. All bidders wishing to attend to the Zoom meeting shall reply to the bid package delivery email to receive an invitation to the conference. All drawings, specifications and photos will be presented to familiarize each bidder with the project.

Site visits can be made, **by appointment only**, by contacting the Owner's Representatives, Ken Matthews at 610-453-0469 or kmatthews@cbdsi.com or Randon Petrae at 703-915-6671 or rpetrae@cbdsi.com.

The owner reserves the right to reject any and all bids and to waive any informalities in the bidding. Bids may be held by the Owner and shall remain firm for a period not to exceed ninety (90) days from the date of the opening.

Work can commence on June 19, 2023. All work shall be completed by August 18, 2023.

Time extensions will only be granted for excessive weather above what is normally assumed for this area of the country.

The Department of Labor and Industry, through the Bureau of Labor Law Compliance, determined prevailing wage rates for this project, serial number is 22-06621.

The School District of Haverford Township does not discriminate on the basis of race, color, national origin, sex, religion, age, family, and handicapped status in employment or the provision of services.

Any questions may be directed to the owner's consultant for this project:

ATTN: Brian Carlin, RRO
Mark J. Sobeck Roof Consulting, Inc.
161 Main Street, Suite 300
Luzerne, PA 18709
Fax: 866-221-5923
Office: (570) 829-5777
Email: Brian.carlin@marksobeck.com

School District of Haverford Township

BID FORM

PROJECT: COOPERTOWN ELEMENTARY SCHOOL
800 COOPERTOWN ROAD, BRYN MAWR, PA 19010
FULLY-ADHEREDEPDM MEMBRANE ROOF
REPLACEMENT ON ROOFS A - F

Bids shall be hand-delivered or mailed to:

Ms. Martha Kew, Business Manager
School District of Haverford Township
50 East Eagle Road
Havertown, PA 19083

_____

Name of Bidding Company

_____

_____

Address

_____ _____

Phone **Fax**

1. The undersigned Contractor proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner using American Institute of Architects Document No. A101-2017 "Standard Form of Agreement Between Owner and Contractor where the basis of Payment is a Stipulated Sum" to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. The undersigned Contractor has carefully examined and accepts the terms and conditions of the Invitation for Bids, the Instructions to Bidder (including the "Contractor's Insurance Requirements), this Bid Form, Bid Bond, Performance Bond, Labor and Material Payment Bond, Non-Collusion Affidavit, Prevailing Wages, Payroll Certifications, the General Conditions, and any Supplementary Conditions, the Specifications, the Drawings, and all other documents referenced or referred to in the project manual.

3. The documents examined include the following addenda which the undersigned Contractor has received (include number, name, and date received).

4. The undersigned Contractor has carefully examined all aspects of this project and agrees to begin and complete, upon authorization to proceed by the Owner, all tasks with the time period stated in the advertisement.

5. The Bidder has visited the site and has become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress and performance of the work.

6. The Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the work.

7. The Bidder has given Mark J. Sobeck Roof Consulting, Inc., the owner's roof consultant, written notice of all conflicts, ambiguities or discrepancies that the Bidder has discovered in the Bidding Documents, and the written resolution thereof by roof consultant is acceptable to the Bidder. Copies of all questions will be provided to the Owner and all Bidders via Addenda.

8. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work for which is bid is submitted.

9. The terms used in this Bid which are defined in the General Conditions of the Construction Contract as part of the Contract Documents have the meanings assigned to them in the General Conditions.

10. In submitting this Bid, the Bidder understood that the right is reserved by the Owner to accept or reject any and all bids.

The following is the bid proposal of the undersigned Contractor, which is tendered and firm for a period of thirty (30) days, for the performance of all work on the above-described project, in accordance with the provisions of the Contract Documents and the addenda listed above.

BASE BID:

As per the Scope of Work and Drawings, using all current roofing manufacturer specifications, details and requirements to attain the EPDM rubber membrane manufacturer's **20-Year, 72-MPH Total System "No-Dollar-Limit" Watertight Warranty**.

$_____ Lump Sum Contract Price

(Written)_____

ALTERNATE NO. 1

Provide lump sum price to furnish and install all new **Carlisle "Insulbase" Polyisocyanurate insulation** with standard paper facers, or other manufacturer's approved equal insulation, in lieu of SecurShield. Insulation shall be 20 PSI compressive strength.

$_____ Deduct from the Base Bid

(Written)_____

Name of Bidding Company

ALTERNATE NO. 2

Provide lump sum price to furnish and install new Carlisle SynTec Systems **Fully Adhered .090" non-reinforced EPDM membrane** roof system using all current EPDM rubber membrane system manufacturer's specifications, details, enhancements, and requirements as to furnish and install, the manufacturer's **30-Year, 72 MPH, 90-mil. black non-reinforced, fully-adhered EPDM Total System, "No-Dollar-Limit" watertight warranties.**

$_____ Add to the Base Bid

(Written)_____

ALTERNATE NO. 3

Provide lump sum price to furnish and install new **Acrymax Technologies, Inc. ARS-3-SP15 two (2) coat elastomeric roof coating system, or approved equal, including broadcasted sand in the wet coating for snow retention on Roofs A, B, D and F.**

$_____ Add to the Base Bid

(Written)_____

ALTERNATE NO. 4

Provide lump sum price to furnish and install new **Acrymax Technologies, Inc. ARS-3-SP15 two (2) coat elastomeric roof coating system, or approved equal, including broadcasted sand in the wet coating for snow retention on Roof E.**

$_____ Add to the Base Bid

(Written)_____

UNIT PRICE #1:

Provide a unit price for replacing damaged or deteriorated existing 2x4 wood blocking with new non-pressure treated 2x4 wood blocking.

$_____ Per Lineal Foot

UNIT PRICE #2:

Provide a unit price for replacing damaged or deteriorated existing 2x6 wood blocking with new non-pressure treated 2x6 wood blocking.

$_____ Per Lineal Foot

UNIT PRICE #3:

Provide a unit price for replacing damaged or deteriorated existing 2x8 wood blocking with new non-pressure treated 2x8 wood blocking.

$_____ Per Lineal Foot

UNIT PRICE #4:

Provide a unit price for replacing damaged or deteriorated existing 2x10 wood blocking with new non-pressure treated 2x10 wood blocking.

$_____ Per Lineal Foot

UNIT PRICE #5:

Provide a unit price for replacing damaged or deteriorated existing 2x12 wood blocking with new non-pressure treated 2x12 wood blocking.

$_____ Per Lineal Foot

UNIT PRICE #6:

Provide a per square foot unit price to replace damaged or deteriorated existing wood decking with all new 5/8" CDX plywood.

$_____ Per Square Foot

UNIT PRICE #7:

Provide a per unit price to replace damaged or deteriorated existing roof drains with new OMG Aluminum Classic "New Con" roof drain matching existing piping inside dimension exactly.

$_____ Per 1 drain

UNIT PRICE #8:

Provide a per square foot unit price to replace damaged or deteriorated existing gypsum deck with all new United States Gypsum manufactured SECUROCK gypsum-concrete patch and wire mesh (See attached Gypsum Roof Deck Repair/Replacement Procedures from the National Roof Deck Contractors Association).

$_____ Per Square Foot

UNIT PRICE #9

Per square foot price to furnish and install Acrymax Technologies, Inc. ARS-3-SP15 two (2) coat elastomeric roof coating system with sand cast into coating, or approved equal, at locations determined by the Owner's Representative and the Roof Consultant.

$_____ Per Square Foot

(Written)_____

UNIT PRICE #10

Provide an hourly wage, inclusive of all benefits, mark-ups, overhead, insurance, etc. for each listed below:

$_____ Superintendent

$_____ Foreman

$_____ Journeyman

$_____ Apprentice

$_____ Helper

The undersigned agrees to complete the described project in accordance with the bid documents and herewith submits the proposal for your consideration.

_____

_____

Name and address of bidding company

_____ _____

Phone **Fax**

_____

Email

By: _____ **Witness/Attest:** _____

Signature **Signature**

_____ _____

Typed or Printed **Typed or Printed**

_____

Name of Bidding Company

Submitted on: _____
Date

If a corporation, State of Incorporation: _____
Affix corporate seal

Bid should be signed for the Contractor by the Owning individual in the case of a proprietorship; a Partner in the case of a partnership; President or Vice President or other person authorized by the Corporation Board of Directors or President to sign on behalf of the Contractor in the case of a corporation.

END OF BID FORM

Name of Bidding Company

DOCUMENT 004519 NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

ss.

County of _____

_____ being duly sworn deposes and says that:

1) He is _____of the Bidder that has submitted the attached Bid;

2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3) Such Bid is genuine and is not a collusive or sham Bid;

4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Owner or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder of any of its agents, representatives, owners, employees or parties in interest, including this affidavit.

(Signed) _____

(Title) _____

Subscribed and sworn to before me

this _____ day of _____

_____

_____

(Title)

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

BOND AMOUNT:

PROJECT:
(Name, location or address, and Project number, if any)

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

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of

(Witness)	*(Principal)* *(Seal)*
	(Title)
(Witness)	*(Surety)* *(Seal)*
	(Title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.
/

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

AIA® Document A310™ – 2010 Instructions

Bid Bond

GENERAL INFORMATION

Purpose. AIA Document A310–2010 establishes the maximum penal amount that may be due the Owner if the Bidder fails to execute the contract and to provide the required performance and payment bonds, if any. It provides assurance that, if a bidder is offered a contract based on its tendered proposal but fails to enter into the contract, the Owner will be paid the difference in cost to award the contract to the next qualified bidder, so long as the difference does not exceed the maximum penal amount of the bond.

Related Documents. A310 is not incorporated by reference into other AIA documents. For further reference on bonding procedures, see AIA Document A701™–1997, Instructions to Bidders; and AIA Document G612™–2001, Owner's Instructions to Architect.

Use of Non-AIA Forms. AIA Document A310 may be used with any appropriate AIA or non-AIA document. CAUTION SHOULD BE EXERCISED BEFORE ITS USE TO VERIFY ITS COMPLIANCE WITH CURRENT LAWS AND REGULATIONS BY CONSULTING WITH AN ATTORNEY OR A BOND SPECIALIST.

USING A310–2010

Modifications. Particularly with respect to professional or contractor licensing laws, building codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

In a purchased paper AIA Contract Document, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the document, or by attaching Supplementary Conditions, special conditions or referenced amendments.

Modifications directly to purchased paper AIA Contract Documents may also be achieved by striking out language. However, care must be taken in making these kinds of deletions. Under NO circumstances should standard language be struck out to render it illegible. For example, users should not apply blocking tape, correction fluid or Xs that would completely obscure text. Such practices may raise suspicion of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Both parties should initial handwritten changes.

Using AIA software, modifications to insert information and revise the standard AIA text may be made as the software permits.

By reviewing properly made modifications to a standard AIA Contract Document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny.

AIA Contract Documents may not be retyped or electronically scanned. Retyping can introduce typographic errors and cloud legal interpretation given to a standard clause. Furthermore, retyping and electronic scanning are not permitted under the user's limited license for use of the document, constitute the creation of a derivative work and violate the AIA's copyright.

Identification of the Parties. The Contractor, the Surety, and the Owner should be identified using their respective full names and addresses or legal titles under which the bond is to be executed. The state in which the Surety is incorporated also should be identified in the space provided.

Bond Amount. The dollar amount of the bond should be provided in both written and numerical form.

Project Description. The proposed project should be described in sufficient detail to identify (1) the official name or title of the facility; (2) the location of the site; (3) the proposed building type, size, scope or usage; and (4) the project number required by the owner, if any. A project number may be required by certain public owners to adequately identify the project to which the bond pertains.

Execution of the Bond. The bond must be signed by both the Contractor and the Surety. The parties executing (signing) the bond should print their title and impress their corporate seal, if any. Where appropriate, attach a copy of the resolution or bylaw authorizing the individual to act on behalf of the firm or entity. As to the Surety, this usually takes the form of a power of attorney issued by the Surety company to the bond producer (agent) who signs on its behalf.

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.
061110

This AIA® Document contains important terms and conditions. Do not use with other documents unless you modify them to suit your transaction.

PROJECT: COOPERTOWN ELEMENTARY SCHOOL
800 COOPERTOWN ROAD, BRYN MAWR, PA 19010
FULLY-ADHEREDEPDM MEMBRANE ROOF
REPLACEMENT ON ROOFS A - F

BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder: _____

2. Permanent main office address: _____

   _____

3. When organized: _____

4. If a corporation, where incorporated: _____

5. How many years has your organization been engaged in the contracting business under your present firm or trade name?

   _____

6. Contracts on hand (attached schedule if additional space is required): _____

   _____

   _____

   _____

7. General character of work performed by your organization: _____

   _____

8. Has your organization ever failed to complete any work awarded to you? _____

9. Has your organization ever defaulted on a contract? If so, where and why? _____

   _____

10. List the more important projects recently completed by your organization, reciting the approximate cost for each, and the month and year completed: _____

    _____

    _____

11. List your major equipment available for this project: _____

_____

_____

_____

12. Experience in construction work similar in importance to this project: _____

_____

_____

_____

13. Experience of Key People: Background and experience of the principal members of your organization, including the officers:

_____

_____

_____

_____

14. Credit available: $_____

15. Give Bank Reference: _____

16. Will your organization, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? _____

17. Indicate your organization's gross billings for the last three fiscal years. $_____

18. In the past year has your organization brought a claim against any Owner or has any Owner brought a claim against your organization with respect to any work? _____

_____

19. If yes, provide an outline with details including, dates, circumstances, amounts, etc.: _____

_____

_____

20. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this Statement of Bidder's Qualifications, Dated this_____ day of _____, 20__.

_____

_____

_____

(Name and address of bidding company)

(Phone)_____ Fax:__ _____

(E-mail)_____ Submitted on:_____

By: _____
(Signature)

_____
(Typed or Printed)

State of: _____

County of: _____

_____being duly sworn deposes and says that he is of and that the answers to the foregoing questions and all statements therein contained are true and correct. Subscribed and sworn to before me this_____ day of _____, 20___.

_____
Notary Public

My Commission expires _____, 20__.

END OF BIDDER'S QUALIFICATIONS

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project Name:	Coopertown Elementary School - Fully-Adhered EPDM Membrane Roof Replacement on Roofs A-F
Awarding Agency:	School District of Haverford Township
Contract Award Date:	10/1/2022
Serial Number:	22-06621
Project Classification:	Building
Determination Date:	8/11/2022
Assigned Field Office:	Philadelphia
Field Office Phone Number:	(215)560-1858
Toll Free Phone Number:	
Project County:	Montgomery County

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 22-06621 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	5/1/2021		$54.35	$39.95	$94.30
Boilermaker (Commercial, Institutional, and Minor Repair Work)	1/1/2019		$29.26	$18.48	$47.74
Boilermakers	1/1/2021		$49.32	$34.90	$84.22
Boilermakers	1/1/2022		$50.17	$35.30	$85.47
Bricklayer	5/1/2021		$45.45	$30.61	$76.06
Bricklayer	5/1/2022		$46.45	$31.06	$77.51
Carpenter - Chief of Party (Surveying & Layout)	5/1/2021		$47.47	$28.71	$76.18
Carpenter - Instrument Person (Surveying & Layout)	5/1/2021		$41.28	$28.71	$69.99
Carpenter - Rodman (Surveying & Layout)	5/1/2021		$20.64	$20.31	$40.95
Carpenters	5/1/2021		$41.28	$28.71	$69.99
Carpenters	5/1/2022		$42.53	$28.71	$71.24
Cement Finishers & Plasterers	5/1/2022		$38.57	$32.39	$70.96
Cement Masons	5/1/2021		$40.70	$33.46	$74.16
Cement Masons	5/1/2022		$42.05	$33.46	$75.51
Dockbuilder, Pile Drivers	5/1/2022		$45.73	$37.99	$83.72
Dockbuilder, Pile Drivers	10/31/2022		$47.23	$37.99	$85.22
Dockbuilder, Pile Drivers	5/1/2023		$50.48	$37.99	$88.47
Dockbuilder, Pile Drivers	5/1/2024		$52.98	$37.99	$90.97
Dockbuilder, Pile Drivers	5/1/2025		$55.23	$37.99	$93.22
Dockbuilder, Pile Drivers	5/1/2026		$56.98	$37.99	$94.97
Dockbuilder/ Pile driver diver	5/1/2022		$57.16	$37.99	$95.15
Dockbuilder/ Pile driver diver	10/31/2022		$58.66	$37.99	$96.65
Dockbuilder/ Pile driver diver	5/1/2023		$63.10	$37.99	$101.09
Dockbuilder/ Pile driver diver	5/1/2024		$66.25	$37.99	$104.24
Dockbuilder/ Pile driver diver	5/1/2025		$69.04	$37.99	$107.03
Dockbuilder/ Pile driver diver	5/1/2026		$71.23	$37.99	$109.22
Dockbuilder/pile driver tender	5/1/2022		$45.73	$37.99	$83.72
Dockbuilder/pile driver tender	10/31/2022		$47.23	$37.99	$85.22
Dockbuilder/pile driver tender	5/1/2023		$50.48	$37.99	$88.47
Dockbuilder/pile driver tender	5/1/2024		$52.98	$37.99	$90.97
Dockbuilder/pile driver tender	5/1/2025		$55.23	$37.99	$93.22
Dockbuilder/pile driver tender	5/1/2026		$56.98	$37.99	$94.97
Drywall Finisher	5/1/2022		$38.93	$29.96	$68.89
Electricians	4/30/2017		$56.50	$36.24	$92.74
Electricians	4/29/2018		$58.33	$37.41	$95.74
Electricians	4/29/2019		$59.79	$38.95	$98.74
Electricians	8/2/2020		$61.93	$40.31	$102.24
Electricians	5/2/2022		$65.76	$43.48	$109.24
Elevator Constructor	1/1/2021		$61.43	$36.36	$97.79
Floor Coverer	5/1/2022		$48.00	$29.21	$77.21
Floor Coverer	5/1/2023		$50.12	$29.21	$79.33
Floor Coverer	5/1/2024		$52.19	$29.21	$81.40
Floor Layer	5/1/2018		$43.11	$28.09	$71.20
Glazier	5/1/2021		$45.67	$34.38	$80.05

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 22-06621 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Glazier	5/1/2022		$46.09	$35.61	$81.70
Interior Finish	5/1/2019		$30.20	$25.80	$56.00
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2021		$47.70	$39.51	$87.21
Iron Workers (Riggers)	7/1/2017		$39.83	$27.92	$67.75
Ironworker (Rodman)	7/1/2020		$44.82	$31.60	$76.42
Laborers (Class 01 - General)	5/1/2020		$32.05	$25.25	$57.30
Laborers (Class 01 - See notes)	5/1/2019		$31.65	$26.62	$58.27
Laborers (Class 02 - see notes)	5/1/2020		$35.15	$26.15	$61.30
Laborers (Class 03 - See notes)	5/1/2020		$32.47	$25.43	$57.90
Laborers (Class 04 - See notes)	5/1/2020		$32.47	$25.43	$57.90
Laborers (Class 05 - See notes)	5/1/2020		$32.05	$25.25	$57.30
Landscape Laborer	5/1/2020		$26.55	$23.13	$49.68
Marble Finisher	5/1/2022		$38.27	$29.15	$67.42
Marble Mason	5/1/2022		$45.90	$31.20	$77.10
Mason Tender, Cement	5/1/2019		$30.52	$25.98	$56.50
Millwright	6/8/2020		$46.80	$33.19	$79.99
Millwright	5/1/2021		$48.60	$33.19	$81.79
Millwright	5/1/2022		$50.60	$33.19	$83.79
Operators (Building, Class 01 - See Notes)	5/1/2021		$49.50	$31.51	$81.01
Operators (Building, Class 01 - See Notes)	5/1/2022		$51.04	$31.97	$83.01
Operators (Building, Class 01A - See Notes)	5/1/2021		$52.51	$32.39	$84.90
Operators (Building, Class 01A - See Notes)	5/1/2022		$54.05	$32.85	$86.90
Operators (Building, Class 02 - See Notes)	5/1/2021		$49.25	$31.44	$80.69
Operators (Building, Class 02 - See Notes)	5/1/2022		$50.79	$31.90	$82.69
Operators (Building, Class 02A - See Notes)	5/1/2021		$52.26	$32.32	$84.58
Operators (Building, Class 02A - See Notes)	5/1/2022		$53.81	$32.77	$86.58
Operators (Building, Class 03 - See Notes)	5/1/2021		$45.16	$30.24	$75.40
Operators (Building, Class 03 - See Notes)	5/1/2022		$46.71	$30.69	$77.40
Operators (Building, Class 04 - See Notes)	5/1/2021		$44.87	$30.14	$75.01
Operators (Building, Class 04 - See Notes)	5/1/2022		$46.41	$30.60	$77.01
Operators (Building, Class 05 - See Notes)	5/1/2021		$43.14	$29.64	$72.78
Operators (Building, Class 05 - See Notes)	5/1/2022		$44.69	$30.09	$74.78
Operators (Building, Class 06 - See Notes)	5/1/2021		$42.16	$29.34	$71.50
Operators (Building, Class 06 - See Notes)	5/1/2022		$43.70	$29.80	$73.50
Operators (Building, Class 07A- See Notes)	5/1/2021		$60.00	$36.21	$96.21
Operators (Building, Class 07A- See Notes)	5/1/2022		$61.86	$36.75	$98.61
Operators (Building, Class 07B- See Notes)	5/1/2021		$59.72	$36.11	$95.83
Operators (Building, Class 07B- See Notes)	5/1/2022		$61.57	$36.66	$98.23
Painters Class 1 (see notes)	5/1/2021		$41.24	$30.29	$71.53
Painters Class 1 (see notes)	2/1/2022		$41.77	$31.61	$73.38
Painters Class 2 (see notes)	2/1/2021		$47.56	$29.35	$76.91
Painters Class 2 (see notes)	2/1/2022		$59.58	$30.33	$89.91
Painters Class 4 (see notes)	5/1/2021		$41.62	$30.29	$71.91
Painters Class 4 (see notes)	5/1/2022		$41.77	$31.61	$73.38

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 22-06621 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Plasterers	5/1/2021		$38.37	$31.84	$70.21
plumber	5/1/2021		$59.83	$36.16	$95.99
plumber	5/1/2022		$62.73	$36.61	$99.34
Pointers, Caulkers, Cleaners	5/1/2021		$46.75	$29.50	$76.25
Pointers, Caulkers, Cleaners	5/1/2022		$47.64	$30.06	$77.70
Roofers (Composition)	5/1/2021		$40.33	$33.12	$73.45
Roofers (Composition)	5/1/2022		$41.48	$33.87	$75.35
Roofers (Shingle)	5/1/2021		$30.50	$21.55	$52.05
Roofers (Slate & Tile)	5/1/2021		$33.50	$21.55	$55.05
Sheet Metal Workers	5/1/2021		$53.84	$45.94	$99.78
Sheet Metal Workers	5/1/2022		$55.75	$47.28	$103.03
Sign Makers and Hangars	7/17/2021		$29.49	$23.90	$53.39
Sign Makers and Hangars	7/15/2022		$30.54	$24.35	$54.89
Sprinklerfitters	5/1/2021		$60.83	$30.34	$91.17
Sprinklerfitters	5/1/2022		$62.79	$31.43	$94.22
Steamfitters	5/1/2021		$60.47	$40.89	$101.36
Steamfitters	5/1/2022		$64.57	$40.59	$105.16
Stone Masons	5/1/2021		$44.90	$30.75	$75.65
Stone Masons	5/1/2022		$45.90	$31.20	$77.10
Terrazzo Finisher	5/1/2022		$42.44	$27.71	$70.15
Terrazzo Grinder	5/1/2022		$42.71	$27.71	$70.42
Terrazzo Mechanics	5/1/2021		$48.01	$28.81	$76.82
Terrazzo Mechanics	5/1/2022		$48.81	$29.46	$78.27
Tile Finisher	5/1/2022		$38.27	$29.15	$67.42
Tile Setter	5/1/2022		$48.81	$29.46	$78.27
Truckdriver class 1(see notes)	5/1/2021		$36.48	$17.96	$54.44
Truckdriver class 2 (see notes)	5/1/2021		$36.58	$17.96	$54.54
Truckdriver class 3 (see notes)	5/1/2021		$36.83	$17.96	$54.79
Window Film / Tint Installer	6/1/2019		$24.52	$12.08	$36.60

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 22-06621 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter - Chief of Party (Surveying & Layout)	5/1/2021		$59.93	$27.69	$87.62
Carpenter - Chief of Party (Surveying & Layout)	5/1/2022		$60.71	$29.06	$89.77
Carpenter - Chief of Party (Surveying & Layout)	5/1/2023		$63.24	$29.06	$92.30
Carpenter - Chief of Party (Surveying & Layout)	5/1/2024		$65.19	$29.06	$94.25
Carpenter - Chief of Party (Surveying & Layout)	5/1/2025		$67.15	$29.06	$96.21
Carpenter - Chief of Party (Surveying & Layout)	5/1/2026		$69.10	$29.06	$98.16
Carpenter - Instrument Person (Surveying & Layout)	5/1/2021		$52.11	$27.69	$79.80
Carpenter - Instrument Person (Surveying & Layout)	5/1/2022		$52.79	$29.06	$81.85
Carpenter - Instrument Person (Surveying & Layout)	5/1/2023		$54.99	$29.06	$84.05
Carpenter - Instrument Person (Surveying & Layout)	5/1/2024		$56.69	$29.06	$85.75
Carpenter - Instrument Person (Surveying & Layout)	5/1/2025		$58.39	$29.06	$87.45
Carpenter - Instrument Person (Surveying & Layout)	5/1/2026		$60.09	$29.06	$89.15
Carpenter - Rodman (Surveying & Layout)	5/1/2021		$41.69	$21.34	$63.03
Carpenter - Rodman (Surveying & Layout)	5/1/2022		$42.23	$22.41	$64.64
Carpenter - Rodman (Surveying & Layout)	5/1/2023		$43.99	$22.41	$66.40
Carpenter - Rodman (Surveying & Layout)	5/1/2024		$45.35	$22.41	$67.76
Carpenter - Rodman (Surveying & Layout)	5/1/2025		$46.71	$22.41	$69.12
Carpenter - Rodman (Surveying & Layout)	5/1/2026		$48.07	$22.41	$70.48
Carpenter	5/1/2021		$51.76	$28.04	$79.80
Carpenter	5/1/2022		$52.79	$29.06	$81.85
Carpenter	5/1/2023		$54.99	$29.06	$84.05
Carpenter	5/1/2024		$56.69	$29.06	$85.75
Carpenter	5/1/2025		$58.49	$29.06	$87.55
Carpenter	5/1/2026		$60.19	$29.06	$89.25
Cement Masons	5/1/2021		$39.65	$33.41	$73.06
Dockbuilder, Pile Drivers	5/1/2022		$45.73	$37.99	$83.72
Dockbuilder, Pile Drivers	11/1/2022		$47.23	$37.99	$85.22
Dockbuilder, Pile Drivers	5/1/2023		$50.48	$37.99	$88.47
Dockbuilder, Pile Drivers	5/1/2024		$52.98	$37.99	$90.97
Dockbuilder, Pile Drivers	5/1/2025		$55.23	$37.99	$93.22
Dockbuilder, Pile Drivers	5/1/2026		$56.98	$37.99	$94.97
DockBuilder/ Divers (Building Heavy & Highway)	5/1/2020		$52.44	$37.27	$89.71
Dockbuilder/ Pile driver diver	5/1/2022		$57.16	$37.99	$95.15
Dockbuilder/ Pile driver diver	11/1/2022		$59.04	$37.99	$97.03
Dockbuilder/ Pile driver diver	5/1/2023		$63.10	$37.99	$101.09
Dockbuilder/ Pile driver diver	5/1/2024		$66.25	$37.99	$104.24
Dockbuilder/ Pile driver diver	5/1/2025		$69.04	$37.99	$107.03
Dockbuilder/ Pile driver diver	5/1/2026		$71.23	$37.99	$109.22
Dockbuilder/pile driver tender	5/1/2022		$45.73	$37.99	$83.72
Dockbuilder/pile driver tender	11/1/2022		$47.23	$37.99	$85.22
Dockbuilder/pile driver tender	5/1/2023		$50.48	$37.99	$88.47
Dockbuilder/pile driver tender	5/1/2024		$52.98	$37.99	$90.97
Dockbuilder/pile driver tender	5/1/2025		$55.23	$37.99	$93.22
Dockbuilder/pile driver tender	5/1/2026		$56.98	$37.99	$94.97

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 22-06621 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
DockBuilder/Pile Drivers/ Diver Tender	5/1/2020		$43.70	$37.27	$80.97
Electric Lineman	5/31/2021		$57.93	$30.22	$88.15
Electric Lineman	5/30/2022		$59.17	$31.48	$90.65
Electric Lineman	5/29/2023		$60.48	$32.77	$93.25
Electric Lineman	6/3/2024		$62.07	$33.96	$96.03
Electricians	6/1/2022		$44.46	$23.06	$67.52
Electricians	6/1/2023		$46.49	$23.06	$69.55
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2021		$47.70	$39.51	$87.21
Iron Workers	1/1/2020		$49.80	$34.41	$84.21
Ironworker (Rodman)	7/1/2020		$44.82	$31.60	$76.42
Laborers (Class 01 - See notes)	5/1/2021		$36.20	$25.65	$61.85
Laborers (Class 02 - See notes)	5/1/2021		$36.40	$25.65	$62.05
Laborers (Class 03 - See notes)	5/1/2021		$36.40	$25.65	$62.05
Laborers (Class 04 - See notes)	5/1/2021		$31.00	$25.65	$56.65
Laborers (Class 05 - See notes)	5/1/2021		$37.05	$25.65	$62.70
Laborers (Class 06 - See notes)	5/1/2021		$37.10	$25.65	$62.75
Laborers (Class 07 - See notes)	5/1/2021		$36.95	$25.65	$62.60
Laborers (Class 08 - See notes)	5/1/2021		$36.70	$25.65	$62.35
Laborers (Class 09 - See notes)	5/1/2021		$36.55	$25.65	$62.20
Laborers (Class 10- See notes)	5/1/2021		$36.70	$25.65	$62.35
Laborers (Class 11 -See Notes)	5/1/2021		$36.50	$25.65	$62.15
Laborers (Class 12 -See Notes)	5/1/2021		$37.40	$25.65	$63.05
Laborers (Class 13 -See Notes)	5/1/2021		$40.33	$25.65	$65.98
Laborers (Class 14 -See Notes)	5/1/2021		$36.45	$25.65	$62.10
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2017		$23.52	$17.58	$41.10
Laborers Utility (PGW ONLY)	5/1/2017		$30.55	$17.58	$48.13
Landscape Laborer	5/1/2020		$26.13	$22.95	$49.08
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2021		$49.50	$31.51	$81.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2022		$51.04	$31.97	$83.01
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2021		$52.51	$32.39	$84.90
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2022		$54.05	$32.85	$86.90
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2021		$49.25	$31.44	$80.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2022		$50.79	$31.90	$82.69
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2021		$52.27	$32.31	$84.58
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2022		$53.81	$32.77	$86.58
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2021		$45.16	$30.24	$75.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2022		$46.71	$30.69	$77.40

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 22-06621 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2021		$44.86	$30.15	$75.01
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2022		$46.41	$30.60	$77.01
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2021		$43.14	$29.64	$72.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2022		$44.69	$30.09	$74.78
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2021		$42.16	$29.34	$71.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2022		$43.70	$29.80	$73.50
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2021		$60.00	$36.21	$96.21
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2022		$61.86	$36.75	$98.61
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2021		$59.72	$36.11	$95.83
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2022		$61.57	$36.66	$98.23
Painters Class 2 (see notes)	2/1/2021		$47.56	$29.35	$76.91
Painters Class 2 (see notes)	2/1/2022		$48.62	$30.29	$78.91
Painters Class 3 (see notes)	2/1/2021		$58.52	$29.39	$87.91
Painters Class 3 (see notes)	2/1/2022		$59.58	$30.33	$89.91
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		$61.34	$40.28	$101.62
Truckdriver class 1(see notes)	5/1/2021		$36.33	$17.96	$54.29
Truckdriver class 2 (see notes)	5/1/2021		$36.43	$17.96	$54.39
Truckdriver class 3 (see notes)	5/1/2021		$36.68	$17.96	$54.64

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

☐ Contractor or ☐ Subcontractor (Please check one) **ALL INFORMATION MUST BE COMPLETED**

CONTRACTOR ADDRESS	SUBCONTRACTOR ADDRESS	DEPARTMENT OF LABOR & INDUSTRY COMMONWEALTH OF PENNSYLVANIA BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGE DIVISION 7TH & FORSTER STREETS HARRISBURG, PA 17120 1-800-932-0665

PAYROLL NUMBER	WEEK ENDING DATE	PROJECT AND LOCATION PROJECT SERIAL # PROJECT #

EMPLOYEE NAME	APPR. RATE (%)	WORK CLASSIFICATION	DAY AND DATE HOURS WORKED EACH DAY	S-TIME 0-TIME	BASE HOURLY RATE	TOTAL FRINGE BENEFITS (C=Cash) (FB=Contributions)*	TOTAL DEDUCTIONS	GROSS PAY FOR PREVAILING RATE JOB(S)	CHECK #
						C: FB:			
						C: FB:			
						C: FB:			
						C: FB:			
						C: FB:			

*SEE REVERSE SIDE

PAGE NUMBER _____ OF _____

THE NOTARIZATION MUST BE COMPLETED ON FIRST AND LAST SUBMISSIONS ONLY. ALL OTHER INFORMATION MUST BE COMPLETED WEEKLY.

*FRINGE BENEFITS EXPLANATION (FB): Bona fide benefits contribution, except those required by Federal or State Law (unemployment tax, workers' compensation, income taxes, etc.)

Please specify the type of benefits provided and contributions per hour:

1) Medical or hospital care _____
2) Pension or retirement _____
3) Life insurance _____
4) Disability _____
5) Vacation, holiday _____
6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

1. The undersigned, having executed a contract with _____
(AWARDING AGENCY, CONTRACTOR OR SUBCONTRACTOR)

_____ for the construction of the above-identified project, acknowledges that:

(a) The prevailing wage requirements and the predetermined rates are included in the aforesaid contract.

(b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility.

(c) It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in any subcontract or lower tier subcontract for this project.

2. The undersigned certifies that:

(a) Neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the PA Prevailing Wage Act, Act of August 15, 1961, P.L. 987 as amended, 43 P.S.§ 165-11(e).

(b) No part of this contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation or partnership in which such subcontractor has an interest is debarred pursuant to the aforementioned statute.

3. The undersigned certifies that:

(a) the legal name and the business address of the contractor or subcontractor are: _____
_____

(b) The undersigned is: ☐ a single proprietorship ☐ a corporation organized in the state of _____
☐ a partnership ☐ other organization (describe) _____

(c) The name, title and address of the owner, partners or officers of the contractor/subcontractor are:

NAME	TITLE	ADDRESS

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the PA Prevailing Wage Act of August 15, 1961, P.L. 987, as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17.

_____
(DATE)

_____
(SIGNATURE)

_____
(TITLE)

_____
SEAL

Taken, sworn and subscribed before me this _____ Day
of _____ A.D., _____

PROJECT: COOPERTOWN ELEMENTARY SCHOOL
800 COOPERTOWN ROAD, BRYN MAWR, PA 19010
FULLY-ADHERED EPDM MEMBRANE ROOF
REPLACEMENT ON ROOF A- F

DATE: October 7, 2022

GENERAL CONDITIONS

The general conditions of this contract are the American Institute of Architects Document No. A201-2017, "General Conditions of the Contract for Construction", as modified by the Supplementary General Conditions. The document is hereby specifically made a part of the contract documents with the same force and effect as though set forth in full.

A201-2017 General Conditions of the Contract for Construction is included in this herein Bid Package.

The contractor is directed to the Supplementary Conditions, which modify the General Conditions.

SUPPLEMENTARY GENERAL CONDITIONS

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. Disposing of all debris in a proper manner at an approved site in accordance with all local, state and federal regulations governing the removal of such roofing membranes.

2. Compliance with all OSHA requirements and regulations and provide all safety devices, temporary enclosures, barricades, fences, warning lines, material safety data sheets, electrical protection, etc. as required for this type of work. Contractor is solely responsible for compliance. The Owner, Owner's Representative and Roof Consultant does not inspect or review safety compliance or equipment in any way.

3. At the time of re-roofing, major renovation work will be taking place on the property. Contractor is responsible to coordinate all deliveries, loading, unloading, etc. and all other activities with the Owner's Representative, so as to not interfere with any work.

4. Covering and protecting all holes, entrance-ways, etc. for the protection of persons, property and vehicular traffic.

5. Roof manufacturer's warranty, as specified in the scope of work. **Manufacturer's roof warranty shall be "Total System" & "No Dollar Limit".**

6. Responsible for all payment of all sales taxes, wage taxes and any other taxes which may be applicable.

7. Compliance with all State and Federal labor laws.

8. The Owner, The School District of Haverford Township, will be responsible for securing and paying for all licenses, permits and fees required for the proper execution and completion of this work, including any code inspection or review fees.

9. Completion in the specified amount of time.

10. Replacing any removed roofing or flashing in the same day.

11. Making the roof completely watertight at the end of each work day, or when work must be stopped because of weather reasons. Contractor shall be solely responsible for repairs of all damage caused by its failure to maintain the roof in a watertight condition. If roofing contractor cannot be reached or does not respond in a timely manner and make repairs, and the roof consultant must check or temporarily stop the leaks, the roofing contractor shall pay consultant for all time and materials used.

12. Correction of any faulty work.

13. Costs of investigation, testing and reports if the owner or consultant find what appears to be defective or improper work.

14. Notifying the owner of any asbestos, or materials that could contain asbestos, discovered during the course of the work, prior to removing or disrupting it in any way.

15. Verifying all dimensions, quantities and conditions shown on plans or included in the specifications.

16. Having at least three years experience working with the specified materials and being certified by the manufacturer for which materials are selected for use.

17. Spreading materials around as not to overload the roof structure at any area.

18. Bringing to the attention of the owner, any and all deficiencies discovered in the course of the work.

19. Ensuring that the specified products, or approved equals, are furnished and installed in accordance with the design intent and manufacturer's requirements.

20. Ensuring that the roof system is installed in accordance with the manufacturer's latest published specifications and details for the required acceptance and manufacturer's warranty. (Except where the Roof Consultant's specifications and details are more stringent.)

21. **Providing all temporary protection inside or outside of the building as required for the safety of the people below and for protection of ceilings, light fixtures, materials, equipment, food products, etc. If roofing contractor determines that a temporary protection sub-contractor should be used for the project, it shall be brought to the attention of the Roof Consultant at least 72 hours before the bid due date and time,**

otherwise the bidder/contractor shall be responsible for including all temporary protection costs in their bid.

22. If a subcontractor is hired by the roofing contractor, the roofing contractor must have one of their own qualified roofers on site at all times to supervise and make temporary repairs to any damage caused by the sub-contractor.

23. **Verifying locations of all electrical, mechanical, plumbing equipment, such as electric conduit under roof deck before installing screws or cutting deck, HVAC, drain pipes, etc. Contractor shall be solely responsible for all costs to repair any damage.**

24. **Using only the following types of fasteners when in contact with pressure treated wood: "Hot dipped" galvanized steel, stainless steel, silicon bronze, or copper. Aluminum fasteners or electroplated galvanized metal will not be acceptable.**

25. **Providing an approved separation sheet when un-painted aluminum will come in direct contact with pressure treated wood.**

26. Repairs of any damages caused by this contractor to the interior or exterior of the building, grounds, or to the contents of the building.

27. **Noises created by construction work and the repair and maintenance of any building or structure shall be exempt, but only during the hours of 8:00 AM to 6:00 PM.** Contractor is responsible for making up any lost time if shut down by the Township for not following the noise ordinance.

28. Vacating and roping/closing off the space beneath the work area when required for the safety of persons or property below. Provide a full-time qualified safety monitor inside the building, if the space cannot be properly vacated.

29. Proper protection of roofing and flashings not being replaced under this contract so that it does not become damaged during the course of this work.

30. Repair of any finished surfaces which may become damaged during the course of this work

31. Protection of drain openings so that the lines do not become clogged or blocked during the course of this work.

32. Proper preparation and inspection of existing surfaces to receive new materials.

33. Cleaning of the work areas on the roof and grounds on a daily basis.

34. **Verifying that all materials to be roofed over are completely dry. No wet materials are to be covered with new materials for any reason.**

35. Using materials that are all provided by the same manufacturer, so that primers, adhesives, tapes, etc. are all compatible with each other.

36. Investigating the manufacturer's latest specifications, recommendations and requirements, so that all work is done in the latest approved manner. (Except where the consultant's specifications are more stringent.)

37. Contractor shall be responsible for completing the work as per the specifications. The fact that the consultant may be doing inspections of the work in progress does not relieve the contractor from their contractual obligation to complete all work according to the specifications and drawings.

38. If the Contractor chooses to operate vehicles or equipment over lawns, landscaping, all hardscaping, (i.e.: driveways, curbs, sidewalks, etc.) they shall be protected against damage by using minimum ¾" thick plywood, planks, other heavy material, etc. Large, heavy lifts shall be kept off the sidewalks to the greatest extent possible. Any damage to the sidewalks, driveways, or hardscaping shall be restored to original condition at the Contractor's expense.

39. Contractor shall be responsible for keeping roof drains protected from becoming clogged as a result of the roof work. Drains shall be temporarily covered during the course of the work, so that no debris may enter the lines, and open at night and when rain is anticipated. Strainers shall be installed each night so that rain water cannot cause debris to flow into the drain. At the start of the work, contractor shall inspect all drains and report any that are blocked, or contain standing water, so that the owner can have the drains cleaned out prior to start of work in that area. Roof shall be kept clean and free of debris that could clog roof drain.

40. Asbestos handling – Not applicable

41. Cutting and fitting all insulation neatly & tightly, to prevent air movement and heat loss that could result in condensation within the roof & flashing system.

42. **(**Properly covering of all materials. Factory wrappers are not sufficient protection for roof insulation and are intended for transportation only. All insulation shall be covered with tarps, which are sufficiently secured to remain completely covered until installed.

    - Store insulation bundles flat and upright with the bottoms of bundles elevated (2" or more) above a finished surface.
    - The insulation packaging should be slit vertically down the center of the two short sides to prevent moisture accumulation within the package.
    - Completely cover the bundle with a waterproof tarp and secure to prevent wind damage and/or displacement.

43. Standing fire watch for two hours after using any type of torch on or around the project site and work areas.

CONTRACTORS INSURANCE

The contractor shall not commence work until he has obtained all insurance required hereunder, and such insurance has been approved by the owner.

The School District of Haverford Township, Owner's Representative, and Roof Consultant shall be named as additionally insured on all policies.

Contractor shall reference AIA 201-2017 General Conditions for all insurance requirements.

Each Contractor agrees to assist in every manner possible in the reporting and investigating of any accident, and upon request, to cooperate with all interested Insurance Carriers in the handling of any claim, by securing and giving evidence and obtaining the attendance of witnesses, as required for any claim or suit.

PAYMENT

Invoices shall be submitted to the Roof Consultant on AIA G702 & G703. Contractor shall reference AIA 201-2017 General Conditions for all payment/invoice requirements.

Invoices shall also be submitted with Weekly Payroll Certifications.

One (1) electronic copy shall be sent to the Roof Consultant for preliminary review and processing.

Owner shall make payment to the contractor within thirty (30) days of approved invoice.

SUBMITTALS

Submit electronic copies of the manufacturer's current literature, specifications, warranties, and details, along with shop drawings, approved by the manufacturer, to the Owner's Representative and Roof Consultant for approval prior to start of work.

All submittals shall be provided to the Roof Consultant no later than November 28, 2022. Roof Consultant will review and return submittals within two (2) business days.

SCHEDULE

November 17, 2022 – School Board Meeting to determine Contract Award

November 18, 2022 – Notice of Award to Bidder

November 28, 2022 – All submittals shall be provided to the Roof Consultant for review

December 5, 2022 – All materials must be released for production with the manufacturer

DRAFT

AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

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

«Coopertown Elementary School»
«800 Coopertown Road, Bryn Mawr, PA 19010»
«Fully-Adhered EPDM Membrane Roof Replacement on Roofs A-F »

THE OWNER:
(Name, legal status and address)

«School District of Haverford Township »
«50 East Eagle Road »
«Havertown, PA 19083 »

THE ARCHITECT:
(Name, legal status and address)

All references to "The Architect" shall be substituted for "The Roof Consultant"

«Mark J. Sobeck Roof Consulting, Inc. »
«161 Main Street, Suite 300»
«Luzerne, PA 18709 »

THE OWNER REPRESENTATIVE:

C.B. Development Services, Inc.
1617 JFK Boulevard, Suite 1090
Philadelphia PA 19010

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

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

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

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

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

DRAFT

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

INDEX
(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
Addenda
1.1.1
Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.4**
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
Approvals
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1
Arbitration
8.3.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
Architect's Additional Services and Expenses
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.6.8, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1
Binding Dispute Resolution
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
Bonds, Lien
7.3.4.4, 9.6.8, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**
Building Information Models Use and Reliance
1.8
Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR
SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5, 15.2.5**
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction and Submittal
Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1
Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2
Mutual Responsibility
6.2

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2
Notice
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3
Notice of Claims
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1
Notice of Testing and Inspections
13.4.1, 13.4.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4
Owner, Information and Services Required of the
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Owner's Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.5, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.4
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2, 14.4
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, **9.9**
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Permits, Fees, Notices and Compliance with Laws
2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.2**
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, **13.3**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3**
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, **14.2,** 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2
Weather Delays
8.3, 15.1.6.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

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, the Instructions to Bidders, the Bid Bond, the Payment Bond, the Performance Bond, the 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, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor, except as set forth in paragraph 3.3.7. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

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

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Typographical and spelling errors shall be interpreted by the Architect for their obvious meaning and intent. References throughout the Contract Documents expressed in the singular number shall mean one or more like items as may be required to complete the Work. Likewise, plural references that obviously imply only one item shall mean only one item.

§ 1.2.4 In the case of an inconsistency within or between Contract Documents not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with Architect's interpretation. Such conflict shall be promptly referred to the Architect and Owner Representative for interpretation and final decision.

§ 1.2.5 Where the Work is shown in complete detail on only half or portion of a Drawing or there is an indication of continuation, the remainder being shown in outline, the Work drawn out in detail shall be understood to apply to other like portions of the structure.

§ 1.2.6 On all Work of a remodeling nature or installation within the present buildings, it will be the responsibility of the Contractor, by personal inspection, to satisfy himself as to the correctness of any information given which may affect the quantity, size, and quality of materials required for a satisfactorily completed Contract, whether or not such information is indicated on the Drawings or within the Specifications.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.7.1 The Architect may, with the concurrence of the Owner, furnish to the Contractors versions of Instruments of Service in electronic form. The Contract Documents executed or identified in accordance with Subparagraph 1.2.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

§ 1.7.2 The Contractor shall not transfer or reuse Instruments of Service in electronic or machine-readable form without the prior written consent of the Architect.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the entity identified as such in the Agreement and is a Pennsylvania Public School District. Only the Board of School Directors by majority vote at a public meeting may create or increase the liability of the Owner under any contact or quasi-contract. The Board may, by affirmative vote at a public meeting, authorize an individual to approve changes in the contract sum or contract time between Board meetings under whatever terms the Board deems appropriate. On other matters, the Owner designates the Owner's Representative to provide approval or authorization on behalf of the Owner. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority.

§ 2.1.2 Intentionally deleted.

§ 2.3 Information and Services Required of the Owner

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

§ 2.3.1.1 The Owner will secure and pay for necessary zoning approvals, site development approvals, highway access approvals, design approvals, and other approvals related to permanent facilities and required precedent to applications for permits for Work at the Project Site. The Owner will pay directly for all Township required permits (Building, Mechanical, Electrical, Plumbing)

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

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner will shall furnish surveys describing physical characteristics, easements, right of ways, and utility locations for the site of the Project, and a legal description of the site.

§ 2.3.5 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness after receipt from the Contractor of a written request for such information or services.

§ 2.3.6 The Contractor will be furnished, free of charge, one (1) hard copy and one (1) electronic PDF set of Contract Documents including Drawings, Project Manuals, addenda, and modifications thereof, plus additional sets as required for permits. The Contractor shall pay the actual cost of reproduction for all additional sets or individual prints requested by him. Additional sets will be furnished at the cost of reproduction, postage and handling.

§ 2.2.7 The Owner will provide for special testing and inspections not specifically indicated as by the Contractor in accordance with the requirements of Division 01 Section "Quality Requirements

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

§ 2.5.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or project schedule, or fails to adequately staff the project with proper management, supervision, materials and Workforce, including its duty to proceed expeditiously with adequate forces so as to achieve substantial completion within the Contract Time, and fails within a seventy-two (72) hour period after receipt of written notice from the Owner to commence and continue correction of such default of 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 to the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses, including attorney's fees and costs 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. Notwithstanding the above, Owner shall not be required to comply the notice provisions hereof, and may proceed to correct deficiencies if Contractor fails within a 24-hour period after receipt of written notice form the Owner to commence and continue correction of such deficiencies where further delay would cause substantial disruption to the project schedule. Owner shall have the further right to carry out Work without any prior notice to Contractor, in an emergency affecting safety of persons or property, and said Work is necessary to prevent threatened damage, injury or loss. Owner's right in this regard shall not relieve Contractor of its obligations and responsibilities under the Contract Documents and shall not give rise to a duty on the part of the Owner to exercise the right for the benefit of the Contractor or any other person or entity.

§ 2.6 OWNER'S REPRESENTATIVE

§ 2.6.1 The Owner has employed a qualified person or firm as Owner Representative. Owner's Representative shall have the right to attend job conferences or project meetings and to come to the Project site while the Work is in progress. Nothing herein contained shall create any contractual relationship between Owner Representative and any Contractor, Subcontractor or Sub-subcontractor. Owner's employment of an Owner Representative shall not relieve the Contractor of any of its responsibilities or obligations 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

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

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. Where term "Contractor" is modified in any way, such as, without limit, "this Contractor", "General Construction Contractor", "Mechanical Contractor", "Plumbing Contractor", "Electrical Contractor", "separate contractor", the modified term shall be deemed to refer to the trade involved with the Work mentioned, but such meaning does not relieve the Contractor from his responsibility for all Work, whether or not such Work is sublet.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect’s administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor. Observation of Work by the Architect or by employees of the Architect shall not be interpreted as relieving Contractor from his responsibility for coordination of all Work, his Superintendence of the Work, and his scheduling of the Work.

§ 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. The Contractor shall review the drawings and Work of other separate contracts to determine if that Work affects the Contractor’s planned 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 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor’s review is made in the Contractor’s capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor’s notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities. The Contractor shall give the Architect timely notice of any additional design drawings, specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the Work. The Contractor shall not proceed with any Work not clearly and consistently defined in detail in the Contract Documents, special requests, additional drawings or instructions from the Architect. If the Contractor proceeds with such Work without obtaining further drawings or instruction, he shall correct Work incorrectly done at his own expense.

§ 3.2.5 Explorations and Reports: Reference is made to the General Requirements and Bidding Documents for identification of those reports of explorations and tests of subsurface conditions at the Project site that have been utilized by Architect in preparation of the Contract Documents. Contractor may rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for Contractor’s purposes. Except as indicated in the immediately preceding

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

sentence and in paragraph 3.7.4, Contractor shall have full responsibility with respect to subsurface conditions at the Project site.

§ 3.2.6 Existing Structures: Reference is made to the Bidding Documents for identification of those drawings of physical conditions in or relating to existing surface structures which are at or contiguous to the Project site that have been utilized by Architect in preparation of the Contract Documents. Contractor may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for Contractor's purposes. Except as indicated in the immediately preceding sentence and in subparagraph 3.7.4, Contractor shall have full responsibility with respect to physical conditions in or relating to such natures.

§ 3.2.7 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's requests for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

§ 3.2.8 The Contractor shall be liable to the Owner for damages resulting from errors, inconsistencies or omissions in the Contract Documents or from differences between field measurements or conditions and the Contract Documents, if (1) the Contractor knowingly fails to report such error, inconsistency, omission or difference to the Architect, or the Contractor fails to carefully study and compare the Contract Documents relative to that portion of the Work for which the Contractor is responsible, such that, had Contractor done so, Contractor would have discovered such error, inconsistency or omission and reported same to Architect and (2) the damages would not have been suffered but for the Contractor's failure.

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.3.4 Contractor's supervision of Work shall include expediting and coordination of Work of trades. Contractor shall perform all supervising and procuring required to insure delivery of materials to maintain Work schedules of Subcontractors and progress schedule of project to insure full completion of Work, to supply equipment or instruments necessary to complete specified test, checks, balancing of system, to furnish operating instructions, etc.

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

§ 3.3.6 When complex mechanical and electrical installations are involved, Contractor's representatives shall be sufficiently familiar with these trades to provide intelligent and efficient supervision through all phases of Work.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

§ 3.3.7 The General Contractor is designated as the Project Coordinator for this Project. The Project Coordinator and other Contractors are responsible for coordination of the Work. The Project Coordinator is responsible for making all coordination decisions not mutually agreed to by all affected Contractors. Disputes between or among the Project Coordinator and one or more other Contractors and disputes in connection with the construction schedule, the furnishing of additional resources to meet the project schedule, job coordination and all aspects of the means and methods of construction shall be submitted promptly to the Project Coordinator for a final construction decision. The Project Coordinator and the affected Contractor or Contractors shall in connection with all submissions for a final construction decision provide actual written notice contemporaneously to the Owner's Representative and the Architect. The final construction decision of the Project Coordinator must, at all times, be consistent with content and intent of the Contract Documents and the latest accepted schedule. The final construction decision of the Project Coordinator will be observed, accepted and fully followed by all Contractors and their Subcontractors on the project, subject only to commencement of litigation proceedings between Project Coordinator and separate Contractor(s). The progress of the Work in accordance with the final construction decision of the Project Coordinator shall not be delayed pending any such litigation proceedings. The Contractors, including Project Coordinator, shall have no right of action against the Owner, the Owner's Representative or Architect in connection with such suits, and shall not join Owner, Owner Representative or Architect in any such suits. To the extent necessary to effectuate the terms and conditions of this subparagraph, the separate contractors are granted third party beneficiary status to this Contract between Owner and Contractor.

§ 3.4 Labor and Materials

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

§ 3.4.2 The various materials and products specified in the Contract Documents by name or description are given to establish a standard of quality and of cost for bid purposes. Unless materials or products specified are indicated as "no substitutions" or words to that effect, then it is not the intent to limit bidder, the bid or the evaluation of the bid to any one material or product specified, but rather describe the minimum standard. Proposed substitutions must be submitted pre-bid in accordance with the Instructions to Bidders and only those substitutions that are approved pre-bid by way of addendum will be permitted. When proprietary names are used, they shall be followed by the words "or alternatives of the quality necessary to meet the specifications". No substitutions may be offered for materials and products specified as "no substitutions" or words to that effect.

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

§ 3.4.4 The Contractor shall supply the Owner with state and federal criminal history reports pursuant to 24 P.S. §1-111, Pennsylvania Child Abuse History Clearances, and signed PDE-6004 disclosure forms for all employees, agents and Subcontractors and their employees and agents who will be on the Owner's property, prior to such individuals being permitted on the Owner's property. Original clearances must be presented to the Owner prior to each employee, agent or Subcontractor coming on the Owner's property. All documents shall be dated no earlier than one year prior to date of presentation to the Owner. The Owner shall retain copy of all such documents in its file.

§ 3.4.1.1 Owner reserves the right to reject any person Owner deems unfit to be permitted on school grounds and in proximity to students. Upon written notice from Owner, Contractor shall have all such persons removed from the Project. Owner's right to declare such person unfit shall not be limited to the required exclusion of persons from school property as set forth in Section 1-111 of the Pennsylvania Public School Code and/or Subchapter C.2 of the Child Protective Services Law.

§ 3.4.1.2 The Owner will issue identification badges to individuals upon the Owner's satisfactory review of the individual's state and federal criminal history reports, child abuse clearance, and signed PDE-6004 disclosure form. All individuals working on site must have an Owner-issued identification badges before entering the site.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

§3.4.1.3 The Contractor shall notify the Superintendent in writing within 72 hours if any person working on the Project under the Contractor's supervision (employee, agent, Subcontractor, Subcontractor's employee, etc.) is arrested or convicted of offense listed in 24 P.S. §1-111.

§3.4.5 Standards of quality for the Work is established by description, by reference to trade name, manufacturer's names or by catalog model or figure numbers.

§ 3.4.5.1 Such references require that which is established as standards of quality shall be provided without substitution unless permitted by the Contract Documents.

§ 3.4.5.2 Work specified which becomes unavailable due to strike, loss of plant through fire or flood, bankruptcy, or other unforeseeable cause, shall be substituted equally from another source subject to substitution procedures in the Contract Documents.

§ 3.4.5.2.1 Work covered by paragraph 3.4.5.2 shall not automatically entitle the Contractor to either an increase in Contract Sum or Contract Time. Notwithstanding the same, if the Work covered by 3.4.5.2 results in a savings to Contractor, Owner shall be entitled to a reduction in the Contract Sum. In any event, Work covered by paragraph 3.4.5.2 shall be incorporated into the Project through a properly executed Change Order.

§ 3.4.5.2.2 Items not ordered by the Contractor in a timely manner for incorporation into the Work will not be considered for claims by the Contractor for additional time or costs.

§ 3.4.5.3 Substitute Work offered and approved shall not be a basis for contingent extra charges or additional charges due to changes in related Work, such as rough-in, changes in supporting foundations, and other related Work. The cost of changes in Work by other contracts as a result of substitute Work of this Contract shall be the responsibility of this Contractor and will be deducted by Change Order.

§ 3.4.5.4 The Contractor shall assume full responsibility for substitute Work.

§ 3.4.5.5 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect to evaluate the Contractor's proposed substitutions and to make agreed-upon changes in the Drawings and Specifications made necessary by the Owner's acceptance of such substitutions.

§ 3.4.6 Whether indicated or not, all products included in the Work shall be asbestos-free and lead-free. If any suspected asbestos-containing or lead-containing materials are installed, the Owner has the right to have the material in question tested and if proven to contain asbestos or lead exceeding the amounts permitted by law, the Contractor shall remove all material in question and replace it with acceptable material at no additional cost to the Owner.

§ 3.4.7 The Contractor must comply with the Public Works Employment Verification Act (the "Act"), including, but not limited to the following:

.1 The Contractor and every Subcontractor performing work under the Contract shall utilize the E-Verify Program (EVP) operated by the United States Department of Homeland Security to electronically verify employment eligibility of each new employee hired after January 1, 2013.

.2 The Contractor, as precondition of the Contract, shall submit the Public Works Employment Verification Form to the District along with its Payment Bond, Performance Bond, Certificates of Insurance and Form Contract.

.3 Every Subcontractor shall submit completed Public Works Employment Verification Form to the District prior to performing work on the Project.

.4 During term of the Contract, each new employee hired by the Contractor, regardless of whether employee will be working onsite or offsite of the Project, shall be verified within 5 business days of his or her start date.

.5 During the Project, new employee hired by Subcontractor, regardless of whether employee will be working onsite or offsite of Public Work or otherwise, shall be verified within 5 business days of his or her start date.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

.6 Subcontracts between the Contractor and its Subcontractors and between Subcontractors of any tier and their Subcontractors are required to contain notification of applicability of the Act, information regarding use of the EVP, and reference to the Department's web site at www.dgs.state.pa.us to obtain copy of the Form.

.7 The Contractor and all Subcontractors shall cooperate with the Department during investigation or audit arising under the Act.

.8 The Contractor and every Subcontractor shall maintain documentation of continued compliance with the Act by utilizing the EVP for new employees hired throughout duration of the Public Work Contract.

§ 3.5 Warranty

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

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4. The minimum Warranty period, as defined above shall be one (1) year from date of Substantial Completion. The warranty provided in subparagraph 3.5.1 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

§ 3.6 Taxes

§ 3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor and shall comply with the following:

§ 3.6.1.1 Contractor shall be responsible for and shall pay all applicable sales, use, excise or other taxes required by law on all materials, tools, apparatus, equipment, fixtures, services, incidentals or otherwise which may be purchased or used in connection with the Work or portions thereof. The Contract Sum shall include all applicable taxes.

Notwithstanding the foregoing, however, Owner is exempt (excluded) from sales and/or use tax in Pennsylvania on certain transactions. Contractor and all Subcontractors shall purchase as exempt (excluded) from Pennsylvania sales and/or use tax all tangible personal property within the definition of 'building machinery and equipment' as that term is defined in Act No. 45-1998 (72 P.S. § 7201 et seq.). Refer to Instructions to Bidders for additional information regarding the definition of "building machinery and equipment." No charges for taxes shall be allowed for such exempt items. It shall be the Contractor's responsibility to determine those items for which an exemption will apply, and the Contractor shall obtain legal or other tax advice to determine how and to what extent an exemption from the taxes apply. In order to facilitate such purchase free of sales and/or use tax in Pennsylvania, and upon certification by Contractor that an item is, in fact, tax exempt, the Owner agrees to execute a tax exemption certificate certification prepared by Contractor or a Subcontractor as may be required by the regulations of the Pennsylvania Department of Revenue.

§ 3.6.1.2 Assignment of Refund Rights.

.1 Owner shall be entitled to claim refunds of sales and/or use tax paid on these and other purchases of tangible personal property required in connection with the Work. The Contractor and all Subcontractors hereby assign to Owner all rights to any such refund claim and to any resulting refund and hereby appoint the Owner as their Attorney-in-Fact to execute and acknowledge in their respective names and to prosecute such refund claims before administrative agencies and courts in Pennsylvania having jurisdiction over such claims. The Owner or its agent shall have the right to review the books

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

and records of the Contractor and all Subcontractors for the purpose of documenting and substantiating any such refund claim. Contractor and all Subcontractors shall cooperate fully with Owner in pursuing any such refund claim and shall make available to the Owner any applicable documents.

§ 3.6.1.3 Access to Accounting Records.

.1 The Contractor shall check all materials, equipment and labor entering into the Work, and shall keep such full and detailed accounts as may be necessary for proper financial management under the Contract and the system shall be satisfactory to Owner. The Owner or its representative shall be afforded access to, including the right to photocopy, all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Work, and the Contractor shall preserve all such records for a period of three (3) years, or for such longer period as may be required by the law, after receipt of final payment.

§ 3.6.1.4 Contracts with Subcontractors.

.1 The Contractor agrees to include the "Access to Accounting Records" and "Assignment of Refund Rights" paragraphs, in full, in any contracts with Subcontractors. The Contractor further agrees that it will not file a claim for refund for any sales and/or use tax which is the subject of the assignment in Subparagraph 3.6.1.2 above. Contractor shall obtain from all Subcontractors similar agreements that they will not file claims for refund for any sales and/or use tax which is the subject of the assignment in Subparagraph 3.6.1.2 above.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 The Architect on the Owners behalf will submit the project drawings for Township Code review to facilitate procurement of the Building Permit. Owner shall pay Township directly for Building Permit. Contractor shall complete all necessary Township formwork and formally apply for and obtain the Building Permit. Except as set forth in this paragraph and in subparagraph 2.3.1.1, Contractor shall secure and pay for all other permits, governmental fees, licenses and inspections necessary for the proper execution and completion of the Work. The contractors shall secure and pay for all necessary administrative costs, insurance, business privilege licenses, certifications, or taxes to apply for the necessary required to perform the Work.'

§ 3.7.1.1 To the extent Contractor pays any permits, fees, including connection and/or tap-in fees not otherwise properly due, the Owner shall be entitled to any refund relating thereto and the Contractor agrees to assign any and all rights to said refund or refund claim to Owner. The Contractor and all Subcontractors hereby assign to Owner all rights to claim any such refund claim and to any resulting refund and hereby appoint the Owner as their Attorney-in-Fact to execute and acknowledge in their respective names and to prosecute such refund claims before administrative agencies and courts in Pennsylvania having jurisdiction over such claims. The Owner or its agent shall have the right to review the books and records of Contractor and all Subcontractors for the purpose of documenting and substantiating any such refund claim. Contractor and all Subcontractors shall cooperate fully with Owner in pursuing any such refund claim and shall make available to Owner any applicable documents.

§ 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 including any work hour or parking restrictions imposed by Haverford Township

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

§ 3.7.4 Concealed or Unknown Conditions

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

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If the Contractor disputes the Architect's determination or recommendation, then the Contractor may submit a Claim as provided in Article 15.

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

§ 3.8 Allowances

§ 3.8.1 § 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items and materials covered by allowances shall be supplied by the Contractors and in the amounts indicated in Division 01 Section "Quantity Allowances."

§ 3.8.2 Project allowances shall be limited to "Quantity Allowances" in accordance with the Division 01 Section.

§ 3.8.3 No cash allowances are permitted on this Project.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent Superintendent and necessary assistants who shall be in regular attendance at the Project site full time during the progress of the Work until the day of Substantial Completion, and for such additional time thereafter as the Architect may determine to be necessary for the expeditious completion 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 Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. The Project Superintendent must be approved by the Owner and Architect prior to the start of Work. Within ten (10) days following receipt of Notice to Proceed, the Contractor shall submit a resume of the proposed Superintendent who will be on site full time. The resume shall include at least three (3) recent projects of similar contract scope with the names and telephone numbers of Owner and Architect representatives for each project. The Superintendent shall be on site full time and shall not be changed except with the consent of the Owner and Architect, unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. In any event, a replacement Superintendent shall be subject to the approval of the Owner and Architect.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed. If during the course of the Project, it is evident that the Superintendent is not competent or is not managing the progress of the Work or is not coordinating the various trades under the Contractor's supervision, then the Owner Representative will document such findings to the Contractor. If within ten (10) days of receiving such notice, no substantial effort or correction of the findings is made, then the Owner, based upon the Owner Representative request, may require the replacement of the Superintendent with an acceptable Superintendent.

§ 3.9.4 The Contractor may not substitute another job superintendent without prior consent of the Owner. Each Contractor shall maintain a full time qualified Project Superintendent on site at all times.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 Within eight (8) days of the issuance of the Notice to Proceed, the Project Coordinator shall submit for the Owner Representative's Owner's and Architect's information and for the other Contractors' review, consideration, and comment, a preliminary draft of a Construction Schedule. Within five (5) days of the Project Coordinator's

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

issuance of the preliminary draft Construction Schedule, each Contractor will review the preliminary draft Construction Schedule and provide comments, including detailed work items, sequencing, durations, and such other relevant information regarding the Contractor's work in each area of the Project as required by the Project Coordinator for preparing a final construction Schedule to the Project Coordinator, the other Contractors, the Owner's Representative, and the Architect. Following submission of that information, a Prescheduling Conference will be held in accordance with the Contract Documents. Within five (5) days of receiving the comments from the other Contractors, the Contractors will hold the Preconstruction Scheduling Conference. Within five (5) days of the Preconstruction Scheduling Conference, the Project Coordinator will prepare a Construction Schedule incorporating the separate Contractors' items of Work, sequencing, and durations and issue the Construction Schedule to the other Contractors with copies to the Owner's Representative and Architect. Each Contractor shall have five (5) days to review and comment on or approve the Construction Schedule. Following approval by all Contractors, the Owner shall review the Construction Schedule and either provide comments within five (5) days or approve the Construction Schedule. Upon written approval of the Construction schedule by each Contractor and the Owner, the Construction Schedule shall with respect to time, become of the essence of the Contract in regard to Contractor's performance of the Work and any Contractor who does not comply with the schedule may be held in violation of Article 8, Paragraph 8.2, Progress and Completion. The Construction Schedule may be changed or revised only with the written consent of all Contractors and the Owner. Due to the overall schedule constraints and that the substantial completion date cannot be missed, Contractors should assume 6-day work weeks as required to meet the Milestone Dates within and project. All Saturday required work should be specifically listed in each Contractor's schedule comments.

The term "Milestone Date" shall mean the dates set forth for commencement or completion of various milestones intended to keep the overall project on schedule. The Milestone Dates are identified on the PH drawings of the Contract documents.

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

§ 3.10.3 Contractors shall perform the Work in general accordance with the most recent approved Construction Schedule.

§ 3.10.4 All schedule and Work items must be in conformance with the Construction Schedule requirements listed in the project manual specification section 013200 including any phasing and the milestones provided in the PH Contract drawings

§ 3.10.5 All Contractors shall be responsible to perform Work to ensure that the Project is completed by the Project Contract Completion Date and any Milestone Dates established in the Contract Documents are met. Any claims for additional costs associated with completion of the Work within the required Contract time frames will not be considered unless the Owner actively interferes with the Contractor's performance of the Work and such interference causes a delay in the Construction Schedule. Contractors, who feel extra time, in any form such as shift Work, overtime, and premium time, is necessary to meet Contract requirements regardless of trade, should include these costs in their bids. Contractors must recognize that although their Work might not require shift, overtime, or premium time Work for completion within the stipulated time frame, it may be required in order to allow other Contractors to complete within the time frame. Contractors must allow for these overtime requirements and include the costs necessary to allow the other Contractors to complete within the specified time. Failure to recognize the extra costs in his bid shall not relieve the Contractor from utilizing shift, overtime, or premium time Work in performance of his Contract. All costs associated with meeting the timeframes indicated in the construction schedules shall be included in the Contract Sum.

§ 3.10.6 Preparation, review and updating of the Construction Schedule shall not result in liability on the part of Owner or Owner's representative, in favor of Contractor for time, cost overruns or schedule changes which are required to maintain project Substantial Completion date and all Milestone Dates established in the Contract Documents.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

§ 3.10.7 GENERAL SCHEDULING REQUIREMENTS

§ 3.10.7.1 The Work under the Contract Documents shall be planned, scheduled, executed, reported and accomplished using sequential and logical activities, in calendar days. The provisions of the General Requirements and the directions of the Project Coordinator are to be followed by all Contractors in scheduling his construction activities. The scheduling services of the Project Coordinator are part of its Contract with the Owner, but nothing herein relieves the obligations of the Contractor and other Contractors to schedule their own construction activities and nothing herein alters the obligation of the Project Coordinator to resolve all supervision, coordination and scheduling issues between and amongst the Contractors.

§ 3.10.7.2 Each Contractor is responsible for determining the sequence and logic of activities, the time estimates of the detailed construction activities and the means, methods, techniques and procedures to be employed with regard to his portion of the Work and for providing that information to the Project Coordinator. The approved Construction Schedule shall represent each Contractor's best judgment of how its Work will progress in compliance with the requirements of the Contract Documents. Each Contractor shall ensure that the Construction Schedule (a) incorporates the Contractor's work including sequences and durations, (b) is current and accurate and (c) is properly and timely monitored, updated and revised as Project conditions and the Contract Documents may require, and as may be directed by Project Coordinator. Each Contractor shall notify the Project Coordinator and the Owner's representative in writing if it determines that the Construction Schedule does not adequately incorporate its Work, sequences, or durations, or requires revision or updating.

§ 3.10.7.3 Each Contractor shall consult with his major Subcontractors relating to his review of the draft Construction Schedule prepared by the Project Coordinator. Major Subcontractors shall receive copies of those portions of Construction Schedule which relate to their Work and shall be continually advised of any updates or revisions to the Construction Schedule as the Work progresses. When Contractor submits his review and comment on the Construction Schedule to the Project Coordinator or makes any proposed updates or revisions to such Schedule, it shall be concluded by Owner and Project Coordinator that Contractor has consulted with and has the concurrence of his major Subcontractors. Each Contractor shall be solely responsible for ensuring that its Subcontractors comply with the requirements of the Construction Schedule for their portions of the Work.

§ 3.10.7.4 Each Contractor shall provide all data as required by Project Coordinator relating to activities, durations and sequences as part of Contractor's review and comment upon the initial draft Construction Schedule or any proposed revision or update thereof. This data shall reflect Contractor's actual plan for construction for the Project, and shall fully comply with all requirements of the Contract Documents.

§ 3.10.7.5 Contractor agrees that the pre-construction scheduling conference, the provision of drafting and computerization services by the Project Coordinator, and the reasonable exercise of any rights under this Paragraph by Owner shall not be grounds for any claim against Owner or Owner Representative or any representative of the Owner by Contractor or any of his Subcontractors or Sub-Subcontractors, alleging interference, lack of cooperation, delay, disruption, harassment, negligence or hindrance by Owner, Owner Representative or Project Coordinator and Contractor covenants not to sue therefore. This provision shall not relieve Project Coordinator from any liability otherwise arising under Subparagraph 6.2.3.

§ 3.10.7.6 Each Contractor acknowledges and agrees that his portion of the Work and planned activities must be flexible in order to accommodate and allow for his coordination with the construction activities of the other Contractors and the incorporation of those activities in the Construction Schedule, and Contractor agrees to mutually cooperate with the other Contractors in this regard.

§ 3.10.7.7 The review by Owner, Architect or Project Coordinator of the Contractor's comments to the draft Construction Schedule or any proposed update or revision thereof does not constitute an agreement by Owner, Owner Representative, Architect or Project Coordinator of any start or finish date in the schedule or specific durations or sequences for activities of the Contractor; further, nothing herein shall be construed as modifying or changing, or excusing the performance of Contractor of required portions of the Work by the Completion Dates and Milestone Dates as set forth in the Contract Documents.

§ 3.10.7.8 The Completion Dates and Milestone Dates set forth in the Contract Documents represent only the major items of Work and may include interface dates with the construction activities of the other Contractors or others. Completion Dates and Milestone Dates are Contract requirements and are of the essence to the Contract Documents

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

and to the coordination of the Work by Contractor. Completion Dates and Milestone Dates represent the latest allowable completion time for those portions of the Work to which each Completion Date or Milestone Date relates. The Completion Dates and Milestone Dates are not intended to be a complete listing of all Work under the Contract Documents or of all interfaces with Work performed by other Contractors or others. Contractor shall determine the time requirements for all such interfaces and shall be responsible for planning, scheduling and coordinating the Work in order to complete in accordance with those requirements.

§ 3.10.7.9 Review by the Project Coordinator of Contractor's review and comment on the draft Construction Schedule or any proposed revisions or updates thereto, are advisory only and shall not relieve Contractor of the responsibility for accomplishing each portion of the Work within each and every applicable Completion Date and each and every Milestone Date. If a Contractor commits an error in the preparation of or omits an element of the Work from its comments on the draft Construction Schedule or any update thereof and the omission and/or error is incorporated into the approved or accepted Construction Schedule, or any revisions or updates, the Contractor committing the error or omissions shall not be excused from performing the Work in compliance with the Contract Documents and shall be responsible to the other Contractors and the Owner for any additional costs or damages incurred as a result of the error or omission. Review by the Project Coordinator does not make Owner, Project Coordinator or Architect liable to Contractor for time or cost overruns flowing from such omissions or errors. This provision shall not relieve Project Coordinator from any liability otherwise arising under Subparagraph 6.2.3.

§ 3.10.8 UPDATING OF CONSTRUCTION SCHEDULE / PROGRESS REPORTS

§ 3.10.8.1 At a minimum of one time per month or as requested by Owner or in accordance with the dates specified in the Contract Documents or established by the Project Coordinator, the Project Coordinator shall update the Construction Schedule. Each Contractor shall arrange for his Superintendent to meet at the Project site with the Project Coordinator to review Contractor's report of actual progress. Said report shall set forth up-to-date and accurate progress data, shall be based upon Contractor's best judgment and shall be prepared by Contractor in consultation with all Subcontractors.

§ 3.10.8.2 The progress report of each Contractor shall show the Work activities, or portions of activities, completed during the reporting period, the actual start and finish dates for these activities, remaining durations and/or estimated dates for completion of Work for activities currently in progress.

§ 3.10.8.3 Project Coordinator shall produce an update Work sheet for Contractor to complete as a part of this process.

§ 3.10.8.4 Contractor shall submit a written report with the updated progress analysis which shall include, but not be limited to, a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, any newly planned activities or changes in sequence, and proposed logic for a recovery schedule, if required, as further described herein. The report shall also include:

(1) a narrative describing actual Work accomplished during the reporting period;
(2) a list of major construction equipment used on the Project during the reporting period and any construction equipment idle during the reporting period;
(3) the total number of personnel by craft actually engaged in the Work during the reporting period, with such total stated separately as to office, supervisory, and field personnel;
(4) a manpower and equipment forecast for the succeeding thirty (30) days, stating such total as to office, supervisory and field personnel;
(5) a list of Contractor-supplied materials and equipment, indicating current availability and anticipated Project site delivery dates; and
(6) changes or additions to Contractor's supervisory personnel, if any, since the preceding progress report.

§ 3.10.8.5 Application for Payment: Except as provided in Subparagraph 3.10.9, Contractor understands and agrees that the submission and acceptance of progress updates and the receipt of progress reports are an integral part and basic element of the Applications for Payment; and that Contractor shall not be entitled to any progress payment under the Contract Documents until Contractor has fully complied with the requirements of this Paragraph 3.10.

§ 3.10.8.6 Contractor shall be solely responsible for expediting the delivery of all materials and equipment to be furnished by or to him so that the progress of construction shall be maintained according to the currently accepted Construction Schedule for the Work. Contractor shall notify Project Coordinator in writing, and in a timely and reasonable manner, whenever Contractor determines or anticipates that the delivery date of any material or

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

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

§ 3.10.8.7 Contractor shall ensure that off the site work activities do not adversely affect progress in accordance with the Construction Schedule.

§ 3.10.9 Initial Progress Payment. The completed Construction Schedule, including the Schedule of Values, shall be required for each Application for Payment. However, one initial provisional progress payment may be payable in the discretion of Owner Representative if it determines Contractor is complying with this Paragraph 3.10 during the development of the Construction Schedule and Schedule of Values as required herein. However, no more than one Application for Payment shall be approved until all of the requirements of this Paragraph 3.10 have been met.

§ 3.10.10 RECOVERY SCHEDULE

§ 3.10.10.1 Should the updated Construction Schedule, at any time during Contractor's performance, show that Contractor is five (5) or more days behind schedule for any Completion Date or milestone date, or if Contractor's actual performance fails to meet a Milestone Date or Completion Date, Contractor shall prepare a recovery schedule at no cost to Owner (unless the delay was directly caused by the Owner's active interference with the Work) explaining and displaying how Contractor intends to reschedule his Work in order to regain compliance with the Construction Schedule during the immediate subsequent pay period.

§ 3.10.10.2 If Contractor believes that all of the time can be recovered during the subsequent pay period, Contractor shall be permitted to prepare a recovery schedule as set forth below. However, if Contractor believes it shall take more than thirty (30) days to recover all of the lost time, he shall prepare and submit a request for revision to the Construction Schedule and comply with all of the requirements of a schedule revision as set forth in this Subparagraph 3.10.10 and Subparagraph 3.10.11.

§ 3.10.10.3 Contractor shall prepare and submit to the Project Coordinator a limited duration recovery schedule, incorporating best available information from Subcontractors and others which shall permit return to Construction Schedule at the earliest possible time. Contractor shall prepare a recovery schedule to the same level of detail as the Construction Schedule for a maximum duration of one month. The recovery schedule shall be prepared in coordination with other Contractors.

§ 3.10.10.4 Within two (2) days after submission by the Contractor of a recovery schedule to Project Coordinator, Contractor and the Project Coordinator shall participate in a conference to review and evaluate the recovery schedule. Within two (2) days of the conference, Contractor shall submit the revisions necessitated by the review for Project Coordinator review and acceptance. Contractor shall use the accepted recovery schedule as his plan for returning to the Construction Schedule.

§ 3.10.10.5 Each Contractor shall confer continuously with the Project Coordinator to assess the effectiveness of the recovery schedule. As a result of this conference:

§ 3.10.10.5.1 If Project Coordinator determines Contractor is still behind schedule, Project Coordinator shall direct Contractor to prepare a schedule revision with the assistance of the Project Coordinator and comply with all of the requirements of a schedule revision as stated herein and the other requirements of the Contract Documents; provided, however, that nothing herein shall limit in any way the rights and remedies of Owner and Project Coordinator as provided elsewhere in the Contract Documents; or

§ 3.10.10.5.2 If Project Coordinator determines Contractor has successfully complied with provisions of the recovery schedule, Project Coordinator shall direct Contractor to return to the use of the accepted Construction Schedule.

§ 3.10.10.6 Nothing herein alters the obligation of Project Coordinator to resolve coordination and scheduling issues in dispute between and amongst Contractors.

§ 3.10.11 SCHEDULE REVISIONS

§ 3.10.11.1 Should Contractor desire to or be otherwise required under the Contract Documents to make modifications or changes in his method of operation, his sequence of Work or the durations of the Work activities in the Construction Schedule, he shall do so in accordance with the requirements of this Paragraph, Division 01 Section

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

"Construction Progress Documentation", and schedules. Proposed revisions to the accepted Construction Schedule must be presented to and reviewed by the Project Coordinator.

§ 3.10.11.2 Contractor shall submit requests for revisions to the Construction Schedule to the Project Coordinator, together with written rationale for revisions and description of logic for rescheduling Work and maintaining the dates for Substantial and Final Completion listed in the Contract Documents. Proposed revisions acceptable shall be incorporated into next update of the Construction Schedule. Separate contractors shall pay Owner for costs incurred by Project Coordinator for preparing the revised schedule.

§ 3.10.11.3 In all instances where a revision to the Construction Schedule will affect the construction activities of other Contractors, prior to the submission by Contractor of his proposed schedule revisions, he shall meet with and gain written acceptance of the Contractors to make the revisions which shall be evidenced by the signatures of said Contractors on the proposed schedule revisions. If accepted, the revisions, shall be binding upon Contractor and all separate Contractors on the Project.

§3.10.11.4 All proposed revisions to the Construction Schedule are subject to the Owner's review and approval.

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

§3.12.5.1 Unless otherwise set forth in the approved construction schedule or Contract Documents, the Contractor is to submit shop drawings within forty-five (45) days of the Notice to Proceed, and to work to achieve final review of shop drawings within ninety (90) days of the Notice to Proceed.

§ 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

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

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

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

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

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

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

§ 3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and two (2) resubmittals. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of additional resubmittals.

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

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

§ 3.14.3 Patching of exposed Work shall only be performed by skilled workers of the required trade.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises clean at all times of dirt, rubbish and debris resulting from the Work and shall remove all rubbish and debris in metal containers at the end of each Working day. The Contractor shall remove all rubbish cartons resulting from the installation of fixtures and equipment. If the premises are not kept clean at all times and if within 24 hours after verbal notice from the Owner the dirt, rubbish, and debris is not cleaned up by Contractor then Owner will arrange for such cleanup at the Contractor's expense. Prior to Substantial Completion of the Work the Contractor shall do the cleaning of the surfaces of all his installations as may be required by the various Specifications to the satisfaction of the Owner Representative or Architect.

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

§ 3.15.3 In readiness for occupancy of the Owner, the Contractor, when directed by the Owner Representative, shall thoroughly clean all portions of the Work to be occupied and all applicable material and equipment surfaces suitable for occupancy. Cleaning of windows and other glass in the Project is a contractual requirement.

§ 3.15.4 The General Contractor shall make provisions for and be personally responsible for removing all mud and debris from all vehicles and equipment leaving the construction site onto Municipal streets adjoining the Project site and shall remove any mud, debris and litter which may fall upon Municipal streets or adjacent properties. If the same is not removed and properly washed down within 24 hours after verbal notice from the Municipality or the Owner then in that event, said mud, debris and litter shall be removed from the street by the Owner at the Contractor's expense.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner Representative, Architect, Architect's consultants, any agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work to the extent caused in whole or in part by the negligent act of omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations or indemnity which would otherwise exist as to a party or person described in this paragraph 3.18. Nothing contained herein shall be construed to require indemnification of any architect, engineer, or surveyor for damages or defense costs arising out of (1) the architect's, engineer's, or surveyor's preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the architect's, engineer's, or surveyor's giving or failing to

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

give instructions or directions provided that failure or giving of directions or instructions is the primary cause of the damage.

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.1.3 In case of termination of employment of the Architect, the Owner shall appoint a successor Architect whose status under the Contract Documents shall be that of the former Architect.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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

§ 4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

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

§ 4.2.4 Communications

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 and Owner Representative 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 suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

§ 4.2.7.1 Architect's action on Shop Drawings will result in his making one of five notations on them, namely, NO EXCEPTION TAKEN, REVISE AND RESUBMIT, REJECTED/RESUBMIT, FURNISH AS CORRECTED or FURNISH AS CORRECTED/RESUBMIT. Such notations do not extend the responsibilities of the Architect beyond those described in 4.2.7.

§ 4.2.7.2 In no case will the Architect's review period on any submittal be less than fourteen (14) days after receipt of the submittal form the Contractor.

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

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

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

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith. These provisions do not extend to deny normal discussion, recommendations, explanations, suggestions, approvals, rejections, and similar activity in pursuit of the Work of the project on an oral basis, such as at project meetings and otherwise at the Project site. In such instances the written minutes, correspondence, Shop Drawings Records, Architect's Supplemental Instructions and other written data shall govern over personal claims regarding statements made contrary to the written data. Interpretations of Contract Documents, to be effective for claim purposes or for justification as to proper procedure in performing the Work, must be obtained in writing before such claim is made or such Work begun.

§ 4.2.12.1 Written or graphic interpretations by the Architect will be considered as minor changes in the Work. If the Contractor determines that an interpretation offered by the Architect will affect Contract Sum or time, then the

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

Contractor must return the interpretation to the Architect and Owner Representative within 5 days, along with complete substantiation of the proposed changes in Contract Time and/or Contract Sum and the Architect will render a decision

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

§ 5.2.1 Within five (5) days of the Owner's execution of the Contract, the Contractor shall furnish a completed copy of Division 00 Document "Subcontractors and Major Materials Suppliers List" to the Owner through the Architect. List shall include the name of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. In all cases, this list shall be submitted no less than seven (7) days prior to a Subcontractor starting work. Failure of the Owner or Architect to reply promptly within seven (7) days of submission shall constitute notice of no reasonable objection. Nothing herein shall obligate the Owner or Architect to conduct an investigation of any Contractor or Subcontractor.

§ 5.2.1.1 As soon as practical after the date of the Notice to Proceed, the Contractor shall furnish in writing to the Owner through the Architect the names of persons or entities proposed as manufacturers, fabricators or material suppliers for the products, equipment and systems identified in the Project Specifications and drawings and, where applicable, the name of the installing Subcontractor.

§ 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. There shall be no adjustment in the Contract Sum or Contract Time because of such substitution.

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

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

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 Where Contractor sublets portions of the Work, the entire responsibility for the subdividing of Work rests with the Contractor. The Owner and the Architect are not responsible for the manner of the subdivision of the Work and neither will enter into nor settle disagreements or disputes between Contractor and Subcontractors. The arrangement of Specifications and the manner of graphic illustration of Drawings are for convenience of reference and do not comprise any exacting method of subdividing Work for purposes of subcontracting, except where the Contract Documents require an undivided responsibility for certain Work.

§ 5.3.3 Contractor shall require each Subcontractor to (1) Inspect surfaces and job conditions before beginning Work at Project site, (2) Accept or cite necessary corrections in surfaces and job conditions before beginning Work at Project site, and (3) Protect his own materials, equipment and Work from damage, injury or loss due to weather or due to Work of the Contractor, other Subcontractors, or other Contractors. The best means of protection shall be supplied, and removed when no longer required.

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

§ 6.1.3 Neither the Owner, Owner Representative nor the Architect or its Consultants shall be responsible for the coordination of the Contractor's Work. Coordination of the Contractor's Work shall be governed by Division 01 Sections "Multiple Contract Summary" and "Project Management and Coordination.

§ 6.1.3.1 Reference subparagraph 3.3.7.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 Cost attributed to delays or improperly timed activities or defective construction shall be borne by the parties responsible therefor. Owner, Owner Representative and Architect who shall not be liable to any Contractor, Subcontractor or Sub-subcontractor for claims or damages of monetary or other nature caused by or arising out of delays contemplated or not contemplated at the signing of the Contract, except for delays directly caused by the active interference of the Owner. The sole remedy against the Owner for delays, other than delays directly caused by the Owner's active interference, shall be the allowance to a successful claimant of additional time for completion of Work. To the extent necessary to effectuate the terms and conditions of this subparagraph, the separate contractors are granted third party beneficiary status to this Contract between Owner and Contractor.

§ 6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors.

§ 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 The Contractor shall indemnify and hold the Owner harmless from any claims or damages brought by a separate contractor against the Owner arising out of actions or omissions of the Contractor, its Subcontractors or suppliers in performing their Work under the Contract Documents.

§ 6.2.7 Should the Contractor wrongfully cause damage to the Work or property of any separate contractor, the Contractor shall, upon due notice, promptly attempt to settle with the separate contractor by agreement, or otherwise to resolve the dispute. Such dispute shall not delay the completion of the Work. Work shall be continued by the separate contractor claiming damages at his expense subject to his right to recover damages. If such separate contractor sues the Owner, Owner Representative, or the Architect on account of any damage alleged to have been caused by the Contractor, then the Owner or Architect shall notify the Contractor who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the Owner, Owner Representative, or Architect arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner, Owner Representative, or Architect for all attorneys' fees and court costs which the Owner, Owner's Representative or Architect has incurred.

§ 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.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.1.4 Matters involving extra Work and changes in the Work are subject to the following provisions:

§ 7.1.4.1 Owner reserves the right to accept or reject Contractor's quotation of cost, and to require more than one quotation, to accept one or more quotations or reject one, more, or all quotations. Contractor may not make a charge of any kind regarding proposed extra Work or proposed changes in the Work that were not accepted.

§ 7.1.4.2 Contractor agrees that quotations for changes in the Work and for extra Work will not include charges involving penalties or damages for assumed delays in the Work, charges for estimating, cancellation charges on prior rejected Work, and similar amounts which do not relate directly to costs of labor and material and equipment appurtenant to Work involved.

§ 7.1.4.3 Unless Contract Time must be unchanged and is so stated in Architect's Supplemental Instructions, extra time granted to Contractor because of extra Work or changes in the Work shall be final, without penalty regarding the essence of time in the Contract.

§ 7.1.4.4 No charges by Contractor for extra Work or changes in the Work, nor claims on account thereof, shall be valid unless duly authorized in the procedure herein described. Written authority to perform extra Work or changes in the Work must be in possession of Contractor before such Work commences in order that Contractor's right to payment on account thereof may be valid.

§ 7.1.4.5 In order to facilitate checking of quotations for adjustments in the Contract Sum, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including, labor, materials and subcontracted. Labor and materials shall be itemized in the manner prescribed above. When major cost items are subcontracted, these costs shall be itemized also.

§ 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:

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, Owner Representative with input from the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Owner Representative with input from the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
.3 The allowance for overhead and profit, included in the total cost to the Owner, shall not exceed a combined total of fifteen percent (15%). Overhead and profit shall include costs of premiums or all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work and additional costs of supervision and field office personnel directly attributable to the change.
.4 The Contractor shall limit its profit and overhead, when combined with that of its Subcontractors and Sub-subcontractors, to a total of fifteen percent (15%) of the value of the related Work.
.5 If the Work is paid for using a Contract allowance the cost of insurance and bonds will be deducted from the fifteen percent (15%) allowable for overhead and profit.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

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

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

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner Representative with input from 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 the Contractor 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 Owner Representative with input from 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.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

§ 7.4 Minor Changes in the Work

§ 7.4.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Owner Representative and Architect in writing and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior written notice to the Owner Representative and Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 7.4.1.1 Minor changes to the Work may be made by meeting memos, or an Architect's Supplemental Instruction.

§ 7.4.1.2 The Work described therein shall be promptly executed in accordance with the Contract Documents. Proceeding with the Work indicates the Contractor's acknowledgment that there will be no change in the Contract Sum or the Contract Time.

§ 7.4.1.3 If it is the conclusion of the Contractor that the Work described therein requires an adjustment of the Contract Sum, or of the Contract Time, the Contractor shall issue a fully itemized proposal within five (5) Working days or shall notify the Owner Representative and Architect in writing of the date by which such proposal shall be received. When the Work alters the Contract Time or the Contract Sum, the Work described therein shall not be executed without a Change Order signed by the Architect and Owner. Failure to issue a proposal or written notification to the Architect and Owner Representative within the appropriate time shall indicate the Contractor's acknowledgment that there will be no change in the Contract Sum or the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending any dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under this paragraph 8.3, shall be the sole remedy of the Contractor against Owner, Owner

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

Representative or Architect for (1) delay in the commencement, prosecution or completion of the Work; (2) hindrance or obstruction in the performance of the Work; (3) loss of productivity; or (4) other similar claims (collectively referred to in this subparagraph as delays) whether or not such delays are foreseeable, unless a delay is directly caused by the acts of the Owner constituting active interference with the Contractor's performance of the Work, and only to the extent that such acts continue after the Contractor furnishes the Owner with written notice of such interference.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect and Owner Representative before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect or Owner Representative, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and Owner Representative and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect and Owner Representative, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 The Contractor shall submit to the Owner Representative and Architect an itemized application for payment for operations completed in accordance with the Schedule of Values not later than the 25th day of each month for the Work of that month. The Owner shall make payment to the Contractor not later than 10 business days after the second regularly scheduled School Board meeting of the Owner following Architect's and Owner Representative approval of Application of Payment. Reference Division 01 Section "Payment Procedures."

§ 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 supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Work applicable to the Contract Sum shall be kept separate from Work applicable to Change Orders. The Work of each shall contain a summary and a breakdown as stipulated by the Contract Documents.

§ 9.3.1.4 Contractor expressly waives any right to penalties, interest and attorney's fees pursuant to the prompt payment provisions of the Pennsylvania Commonwealth Procurement Code, 62 Pa. C.S. §3931 et seq..

§ 9.3.2 Payment on account of materials and equipment shall be made subject to the following:

§ 9.3.2.1 Materials Stored On Site. Materials properly stored at the construction site may be included in the Contractor's application for payment, subject to the following conditions: (1) All materials shall be stored in strict compliance with the manufacturer's recommendations in secure, dry, and where appropriate, temperature controlled enclosures; (2) Contractor shall provide property insurance covering materials stored at the construction site to the extent that Owner's property insurance does not provide coverage; (3) Contractor shall provide an accurate inventory of all materials included for payment with each application for payment. Contractor shall maintain the inventory until the materials are installed or otherwise incorporated into the Work; and (4) Payment for materials stored on the construction site shall be limited to the actual, invoiced cost to the Contractor, F.O.B. the construction

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

site. Contractor shall warrant that all suppliers are promptly paid in full for all materials included for payment and that materials are not encumbered by any lien, claim or mortgage that would prevent the Owner from taking full possession of the materials. Contractor shall produce satisfactory evidence of same to Owner.

§ 9.3.2.2 Materials Stored Off Site. Materials stored off the construction site shall not be included for payment in the Contractor's application for payment unless prior approval of the Owner has been obtained. Payment for materials stored off the construction site shall be subject to the conditions in subparagraph 9.3.2.1 and the following additional conditions:

.1 Contractor shall provide property insurance for the full cost of the materials stored off the construction site;

.2 Contractor shall provide a bill of sale for the materials granting clear title to the materials to the Owner;

.3 Contractor shall provide waivers of liens when applicable, encumbrances or claims relating to the bailment of the materials stored off site or as otherwise required by Owner;

.4 Contractor shall provide Owner all information necessary for the filing of any notices under the Uniform Commercial Code relating to the materials stored off the construction site as may be required by Owner;

.5 The materials stored off the construction site shall be clearly and conspicuously labeled so as to identify Owner's title to the materials and shall be segregated and not commingled with other materials at the storage location;

.6 Contractor shall pay all storage costs, shall be responsible for any damage or deterioration of the materials while in storage or in transit to the construction site and shall pay the costs of inspection of the materials in storage by the Owner;

.7 Contractor shall be responsible for and shall pay all costs of transportation of the materials to the construction site; and

.8 Neither Owner's payment for materials stored off the construction site nor the transfer of title to Owner shall in any way reduce Contractor's liability for the complete installation and construction relating to said materials, the value of the materials or liability under any performance bond provided for the Project.

§ 9.3.2.3 No separate payment will be made for submittal preparation, unless approved by Architect.

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

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

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

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.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 damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.
- **.8** Failure to comply with government statutes, regulations and laws.

§ 9.5.2 When the Contractor disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, then the Contractor may submit a Claim in accordance with Article 15. If the Owner disputes the Architect's decision regarding a Certificate for Payment, then the Owner shall advise the Architect, the Contractor, and the Owner's Representative in writing within seven (7) days of the reason for the dispute and shall pay any undisputed portion of the Certificate for Payment in accordance with the Contract Documents. Upon resolution of any amount in dispute, the Owner will pay the amount determined by the resolution within 45 days.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

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

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. Contractor and each Subcontractor shall comply with the payment obligations of Section 3933 of the Pennsylvania Commonwealth Procurement Act, 62 Pa.C.S. § 3933.

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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

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

§ 9.6.7 To ensure satisfactory completion of the Work under the Contract Documents, the Owner shall withhold retainage from each progress payment in the amount of ten percent (10%) of the amount due the Contractor until fifty percent (50%) of the Work is completed. When fifty percent (50%) of the Work is completed, one-half (½) of the amount retained by Owner shall be returned to Contractor provided the Owner Representative with input from the Architect approves the Application for Payment and provided further that the Contractor is making satisfactory progress and there is no specific cause for greater withholding. Thereafter, the Owner shall withhold retainage from each progress payment in the amount of five percent (5%) of the value of the Work completed based on monthly progress payment requests until Substantial Completion. However, in the event a dispute arises between Owner and a separate contractor, which dispute is based upon increased costs claimed by the separate contractor occasioned by delays or other actions of the Contractor, additional retainage in the sum of one and a half (1-½) times the amount of any possible liability may be withheld until such time as a final resolution is agreed to by all parties directly or indirectly involved unless the Contractor furnishes a bond satisfactory to Owner to indemnify Owner against the claim.

§ 9.6.8 Contractor acknowledges that the project is for a public purpose and neither the Contractor, nor any subcontractor of any tier, nor any supplier of any tier may place a mechanic's lien on the Owner's property. Contractor will include a provision in each subcontract and supply contract acknowledging the absence of mechanic's lien rights. The Contractor shall defend an indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon thirty additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

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

§ 9.8.2 When the Contractor considers that the entire Work or the Work of a separate Phase (as defined in Division 01 Section "Summary" or on Phasing Drawings) is substantially compete, the Contractor shall prepare and submit to the Architect and Owner Representative a comprehensive list of items to be completed or corrected (punch list) along with an application by the Contractor for Certification of Substantial Completion by the Architect. The Contractor shall proceed to promptly complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list of items to be completed or corrected (Punch List) and Application for Certification of Substantial Completion, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete, Architect will conduct said inspection within thirty (30) days of

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

receipt of the application of Contractor for Certification of Substantial Completion. If the Architect's inspection discloses any item, whether included in the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that 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 of the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.3.1 The Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contact Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion or Contract Documents. If Contractor fails to complete a comprehensive list of items to be completed or corrected as stipulated in subparagraph 9.8.2, the Architect or any of its consultants or representatives shall prepare such punch list(s) and the Contractor will be responsible for professional fees and services of the Architect and/or consultants incurred in this regard. Such costs will be back charged to Contractor and deducted from any existing retainage or subsequent Application for Payment.

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

§ 9.8.6 In no case shall the time established for the completion and correction of items on the list extend beyond sixty (60) days after Certification of Substantial Completion, except for delay beyond the Contractor's control. The Contractor shall pay for all architectural and consultant services incurred thereafter due to the failure of Contractor to complete and / or correct the Work on the list or to submit documentation and items required for final completion and final payment. Payment for additional architectural and consultant services shall be deducted from the Contract amount.

§ 9.8.7 Upon Substantial Completion of the Work or designated portion thereof, application by the Contractor and certification by the Architect, the Owner, shall within forty-five (45) days thereof, make Payment to the Contractor in the full Contract Sum less one and one half (1-1/2) time such amount that is required to complete and / or correct any then remaining items, which amount shall be certified by the Architect.

§ 9.9 Partial Occupancy or Use

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

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.1.1 The Contractor shall perform and complete his Work according to the Contract Documents without fault or defect of any kind. In absence of more specific directives, and insofar as applicable the Work shall:

- **.1** Be completed in a first-class manner;
- **.2** Be placed in a thoroughly clean and unmarred condition.
- **.3** Be checked out in a step-by-step manner to be certain that all fastenings, controls, valves, safety devices, operating devices and other required appurtenance have been provided in accordance with the Contract Documents.
- **.4** Be free of previously condemned or rejected parts be properly restored to the extent thereof; and
- **.5** Be balanced for proper operation wherever adjustments for balancing may exist in the Work.

§ 9.10.1.2 The Architect will perform no more than **two (2)** inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contact Documents. The Owner is entitled to reimbursement from the Contractor(s) responsible for the need for additional inspections for amounts paid to the Architect for any additional inspections.

§ 9.10.1.3 The Architect shall make final inspection within thirty (30) days following receipt of the Contractor's request for final inspection and final Application for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor or its surety shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall not constitute a waiver of Claims by the Owner.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Contractor shall incorporate into its safety plan and shall comply with all guidelines and requirements imposed or issued by federal, state and local government agencies related to the COVID-19 pandemic. Such requirements may include, but are not necessarily limited to, the creation of a safety plan, the identification of a pandemic safety officer, the use of personal protection equipment, etc. The Contractor shall review and update their plans to address any changes in the guidance or requirements. 0

§ 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, students and staff occupying and traveling to and from the existing building on site and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

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

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. The Contractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment and services and shall comply with all reasonable recommendations of the fire insurance company carrying insurance on the Work or by the local fire chief or fire marshal. The area within the site limits shall be kept orderly and clean and all combustible rubbish shall be promptly removed from the Project site.

10.2.9 The Contractor shall at all times protect excavations, trenches, buildings and materials from rainwater, ground water, back up or leakage of sewers, drainage or other piping, and from water of any other origin and shall remove promptly any accumulation of water. Contractor shall provide and operate all pumps, piping and other equipment necessary to this end.

10.2.10 The Contractor shall remove snow or ice which may result in damage, delay or hazardous conditions.

10.2.11 The Contractor shall take all precautions necessary to prevent loss or damage caused by vandalism, theft, burglary, pilferage, or unexplained disappearance of property of the Owner, whether forming part of the Work, located within those areas of the Project to which the Contractor has access. The Contractor shall have full responsibility for the security of such property of the Owner located in such areas and shall reimburse the Owner for any such loss, damage or injury, including Owner's deductible on Builder's Risk Insurance except such as may be directly caused by agents or employees of the Owner.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) or other hazardous or toxic substance which has not been rendered harmless or identified in the Contract Documents to be removed, the Contractor shall immediately stop the Work in the area affected and report the condition to the Owner and Architect in writing. The Work in the affected areas shall not thereafter be resumed, if in fact the material is asbestos or polychlorinated biphenyl (PCB) or other hazardous or toxic substance and has not been rendered harmless except as authorized by any governmental agency having jurisdiction over such matter (e.g. DEP, EPA…) and upon written recommendation of a properly licensed environmental consultant retained by Owner. The Work in the affected areas shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB) or other hazardous or toxic substance, or when it has been rendered harmless and removed, in accordance with any required determination of a governmental agency having jurisdiction over such matters and upon the written recommendation of a properly licensed environmental consultant retained by Owner. The Contract Time shall be extended appropriately. Contractor shall not be entitled to any compensation or recovery of any damages, in connection with any delay, as more fully set forth in Subparagraph 8.3.3.

§ 10.3.2 To the extent covered by the Owner's applicable insurance policies, the Owner shall indemnify and hold harmless the Contractor, Architect, Owner Representative, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work in the affected area if in fact the material is asbestos or polychlorinated biphenyl (PCB) or other hazardous or toxic substance and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused in whole or in part by negligent acts or omissions of the Owner. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 10.3.3.

§ 10.3.3 To the extent covered by the Owner's insurance policies, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Owner Representative, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located and to which the Owner has no reasonable objection. All such policies shall waive subrogation in favor of the Owner, the Owner's Representative, and the Architect.

§ 11.1.1.1 The Owner, its officers, directors, and employees, Owner Representative, the Owner's Representative, the Architect, and Architect's consultants, and each of their officers, directors, and employees, shall be named as additional insureds under the Contractor's insurance policies required hereunder, other than Workers Compensation, on a primary and non—contributory basis, for losses arising from the negligence of the Contractor(s) or their Affiliates, or anyone for whom they may be liable. If coverage is written on a "claims made" basis, Contractor warrants the purchase of an extended reporting period of not less than three (3) years. Additional insured status shall include defense and shall apply to both ongoing and completed operations, for a period of not less than three (3) years after completion of services. Contractor shall be responsible for the payment of all deductibles or self-insured retentions applicable to its insurance coverages.

11.1.1.2 Certificates of Insurance acceptable to the Owner and on forms approved by the Insurance Commissioner of the Commonwealth of Pennsylvania shall be filed with the Owner (certificate holder) prior to commencement of the Work. Policies must provide for written notice to the Contractor or additional insureds prior to cancellation, reduction or non-renewal.

11.1.1.3 The minimum levels of insurance shall be as follows:

Workers Compensation	Amounts and coverage as required by Law and the Excess Liability Insurance Company
Employer's Liability	$1,000,000 per accident/$1,000,000 per employee/$1,000,000 policy limit
Commercial General Liability	$1,000,000 per occurrence/$3,000,000 aggregate for bodily injury and property damage

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

Automobile Liability	$1,000,000 per accident for bodily injury, death of any person and property damage arising out of ownership, maintenance, and use of motor vehicles, plus other coverage as required by law
Owned and Non-Owned Aircraft.	If an aircraft, whether owned or non-owned by the Contractor or any Subcontractor, is used in connection with the Work by the Contractor or any Subcontractor of any tier, the Contractor or Subcontractor, as applicable, shall advise the Owner or its representatives, shall provide a written explanation of the planned use of the aircraft, and shall provide Aircraft Liability Insurance at its sole cost and expense, the conditions and limits to be established by the Owner. The Owner reserves the right to prohibit the use of any aircraft in connection with the Work under this Contract. The minimum limit will be Five Million Dollars ($5,000,000). This insurance shall be primary to all other insurance.
Excess (Umbrella) Liability Insurance	Five million dollars ($5,000,000) per occurrence over the general liability, employer's liability, automobile liability, and owned and non-owned aircraft liability coverages. In no event shall any excess or umbrella insurance provide narrower coverage than the underlying primary policies. The umbrella/excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 11.1.2 The Contractor shall provide surety bonds in the forms and subject to such terms and conditions as required by the Contract Documents, each for 100% of the Contract Sum. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located with an AM Best Rating of "A-" or higher and a size category of IX or greater.

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain property insurance (builder's risk) for the Project.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required insurance, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.2.1 The property insurance deductible is identified below and the Contractor responsible for the damage shall pay any costs not covered because of such deductibles. If the Owner or insurer increases the required minimum deductibles above the amount still identified or if the Owner elects to purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the additional costs not covered because of such increase or voluntary deductibles. Notwithstanding the above, Contractor shall be responsible and shall pay costs not covered because of deductibles for loss or damages caused by Contractor's negligence.

1 The property insurance is written with a deductible of $25,000 per occurrence.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.1.2 It shall be clearly understood that "Punch List" items and "Maintenance" items are different categories. All items called for by the Contract Documents to be installed, supplied or otherwise incorporated into the Project, but which, at the time of inspection, are found not to be in compliance with the Contract Documents, shall be considered punch list items. All items which, at any time after completion inspection, are found not to be in compliance with the Contract Documents, shall be considered maintenance items to be corrected by the Contractor under the one-year warranty terms of the Contract so as long as the Contractor has supplied the Owner with all required O& M manuals necessary for the Owner to perform its maintenance

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

§ 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 An additional one-year period for correction of Work shall apply to any corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.2.4 This obligation under this Subparagraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. Nothing contained in this paragraph shall decrease the liability of Contractor and/or Surety as set forth in the Performance Bond.

§ 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.

§ 12.2.3.1 If the Contractor fails to correct non-conforming Work, the Owner may correct it in accordance with Paragraph 2.5. If the Contractor does not proceed with correction of such non-conforming Work within time required by Paragraph 2.5, then the Owner may remove it and, if appropriate under the circumstances, store the salvable materials or equipment at the Contractor's Expense. If the Contractor does not pay costs of such removal and storage within ten days' after written notice, the Owner may sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments entered thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference due the Owner.

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

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

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.1.1 The Contract shall be governed by the law of the Commonwealth of Pennsylvania.

§ 13.1.2 DISCRIMINATION PROHIBITED: According to Section 62 Pa. C.S.A.§ 3701, the Contractor agrees that:

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

§ 13.1.2.2 No Contractor, Subcontractor, or any person acting on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of Work under this Contract on account of gender, race, creed or color.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

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

§13.1.3 HUMAN RELATIONS ACT

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

§13.1.4 PROVISION FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE U.S.

§13.1.4.1 In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the Contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the Contract or any Subcontracts there under.

§13.1.4.2 In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 144 of 1984 further defines "steel product" to include machinery and equipment. The act also provides clarifications and penalties.

§ 13.1.5 NO CASH ALLOWANCES

§13.1.5.1 Cash allowances are not included in these bid specifications.

§ 13.1.6 RIGHT TO KNOW ACT

§13.1.6.1 Contractor shall comply with all terms and conditions of the Pennsylvania Right to Know Act, Act No. 159 of 1984, 35 P.S. §7301 et. Seq., and its implementing regulations.

§13.1.7 INTENTIONALLY DELETED – See §3.4.4

§13.1.8 INTENTIONALLY DELETED – See §3.4.4

§13.1.9 BLASTING

§13.1.9.1 When blasting has been authorized in writing, comply with the following: All storage, handling and use of explosives for the purpose of excavation shall be performed by the Contractor in strict accordance with Title 25, Chapter 211, of the Pennsylvania Code, as well as any applicable local regulations. Strict control of blasting must be maintained to prevent fly rock and blasting mats must be used where conditions dictate their use. When blasting within 25 feet of utility lines, such blasting must be performed according to Section 211.52 of Title 25 of the Pennsylvania Code.

§13.1.10 SITE EXCAVATION

§13.1.10.1 Contractor agrees that, not less than three (3) business days or for complex projects, ten business days, prior to beginning excavation or demolition Work as defined in Act 181 of December 2006 of the Commonwealth of Pennsylvania, amending Act 287 of December 10, 1974, he shall contact the One Call System at 811 or 1-800-242-1776 and request the information required by Section 5 of the Act and shall inform each excavator employed at the Project site of the information received with respect to location of underground installations. Contractor shall agree to report immediately to the user of the underground installations and to the Owner and Architect, any break in its lines, or dent, gouge, groove or other damage to such lines, their coating or cathodic protection, made or discovered in the course of the excavation or demolition Work. Contractor shall comply with all other provisions of the Act, as amended including conducting pre-construction meeting when necessary and paying all associated fees.

§13.1.11 PREVENTION OF ENVIRONMENTAL POLLUTION

§13.1.11.1 Section 3301 of the Pennsylvania Commonwealth Procurement Code requires that all Invitations for Bids and requests for proposals for construction projects issued by any governmental agencies shall set forth any provision of Federal and State statutes, rules, and regulations dealing with prevention of environmental pollution and the preservation of public natural resources that affect the Project. In this regard, a Notice of said provisions prepared by the Pennsylvania Department of Environmental Resources under subsection 4.10 of the Code can be viewed at: http://www.depweb.state.pa.us/oa/cwp/view.asp?a=1365&Q=482058&oaNav=|324#410

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

Contractor is hereby notified and agrees to comply with the terms of all statutes, rules and regulations enumerated in said Notice. Where any identified environmental statute, rule and/or regulation, has been revised, amended, supplemented, repealed and/or supplanted, Contractor shall comply with such statute, rule and/or regulation as so modified. Notwithstanding the foregoing, failure to include any applicable environmental statute, rule and/or regulation shall not relieve Contractor of its obligation to comply with same.

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. The Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity contracted by the Owner directly. Electric Contract is the one exception that will hire a third party Underwriter for the electrical inspections as part of their Contract. 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.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

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

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

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

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

§ 13.5 Interest

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

§ 13.5.1 Progress payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate of 3% per annum, simple interest. Interest on final payment shall be governed by Section 3941 of the Pennsylvania Commonwealth Procurement Act, 62 Pa.C.S. § 3941.

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

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

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

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon 30 days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and costs incurred by reason of such termination.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 fails to comply with one or more Milestone Date, Completion Dates,

.5 otherwise is guilty of material breach of a provision of the Contract Documents, or

.6 is adjudged bankrupt or files for bankruptcy or creditor protection under the laws of this United States, Contractor shall provide Owner with thirty (30) days' written notice before filing.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

.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. If the Owner terminates the Contract for one of the reasons stated in Section 14.2.1 and it is later finally determined that cause for termination did not exist, then the Contractor shall be entitled to recover damages as set forth in Section 14.1.3.

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

§ 14.2.5 In the event the Owner terminates the Contract for cause, and such cause is determined to be valid and justified in addition and without prejudice to all other rights, remedies and relief which the Owner may obtain under this Agreement and pursuant to the law, the Owner shall be entitled to payment by Contractor of all reasonable professional fees, including attorneys' fees, architectural fees, engineering fees, expert witness fees and consulting fees (together with reasonable expenses and disbursements incurred in connection therewith) which the Owner may incur in connection with any legal proceedings or action (including professional fees rendered in anticipation of such proceedings or action). This provision shall create no rights to the Contractor or to any other person or entity for payment of such costs or expenses.

§ 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of termination or suspension 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 suspension or termination stated in the Notice, suspend or terminate as the case may be, 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 from the Owner for any work properly completed prior to the notice of termination, any work properly performed to protect the Work, and any reasonable termination costs incurred with respect to subcontracts and suppliers, provided that no allowance will be made for overhead and profit on any work not satisfactorily performed. The Contractor will fully cooperate with the Owner in ensuring that terminations of subcontracts and supply contracts are done in a reasonable and prudent manner so as not to waste resources and to minimize such termination costs.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by the Contractor seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The responsibility to substantiate Claims shall rest with the Contractor.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

§ 15.1.2 Time Limits on Claims

The Contractor must initiate a Claim by written notice to the Owner and the Owner's Representative with a copy to the Architect as set forth in paragraph 15.1.3.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by the Contractor shall be initiated by notice to the Owner, and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by the Contractor under this Section 15.1.3.1 shall be initiated within 10 days after occurrence of the event giving rise to such Claim or within 10 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. An additional claim made after the initial claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

§ 15.1.3.2 Any Claims not raised by the Contractor in accordance with these provisions shall be deemed waived.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of the probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary the extension of time is the sole recourse.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction. No extension of time shall be granted because of seasonal variations in temperature, humidity or precipitation, which conditions shall be wholly at the risk of the Contractor, whether occurring within the time originally scheduled for completion or within the period of any extension granted. Any additional costs of operations or conditions shall be the responsibility of the Contractor.

§ 15.1.7 Waiver of Claims for Consequential Damages

Contractor waives claims against Owner for consequential damages arising out of or relating to this Contract, including, but not limited to, 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.

§ 15.2 Initial Decision

§ 15.2.1 Claims shall be referred to the Initial Decision Maker for initial decision. The Owner's Representative will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to further dispute resolution of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the Contractor may request that the Owner permit the matter to proceed to mediation, arbitration or litigation without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the Contractor or a response with supporting data from the Owner, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the Contractor unless the Contractor provides written notice to the Owner, the Initial Decision Maker and the Architect that the Contractor rejects the initial decision within 15 days of the Contractor's receipt of the initial decision, in which case, the Claim will be resolved in accordance with the Mediation, Arbitration, or Litigation provisions of this Contract. The initial decision will be binding on the Owner unless the Owner notifies the Contractor and the Architect in writing within thirty (30) days of the Owner's receipt of the initial decision that the Owner rejects the initial decision and the bases for such rejection. .

§ 15.2.6 Intentionally deleted.

§ 15.2.7 Intentionally deleted.

§ 15.2.8 Intentionally deleted. .

§ 15.3 Mediation

§ 15.3. The Owner shall have the sole and exclusive option to serve a written demand upon the Contractor for mediation, in which case, the parties will attempt to resolve such dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association then in effect, before resorting to any other arbitration or judicial proceedings. Nothing contained in this paragraph is intended, or shall be construed, to entitle the Contractor to demand mediation, it being understood and agreed that such determination shall be at the sole election of the Owner.

§ 15.3.2 Unless otherwise mutually agreed in writing, the Contractor shall carry on with its duties and services under the Contract for Construction during any mediation proceedings, and the Owner shall continue to make payments to the Contractor in accordance with the Contract for Construction.

§ 15.3.3 Intentionally deleted.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

§ 15.4 Arbitration

§ 15.4.1 The Owner shall have the sole and exclusive option to have all claims, disputes and other matters in question between the Contractor and the Owner arising out of, or relating to, the Contract for Construction or the breach thereof be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The Owner's election to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Nothing contained in this paragraph is intended, or shall be construed, to entitle the Contractor to demand arbitration, it being understood and agreed that such determination shall be at the sole election of the Owner.

§ 15.4.2 If the Owner elects arbitration, then Notice of the Demand for Arbitration shall be filed in writing with the Contractor and with the American Arbitration Association.

§ 15.4.3 Unless otherwise mutually agreed in writing, the Contractor shall carry on with its duties and services under the Contract for Construction during any arbitration proceedings, and the Owner shall continue to make payments to the Contractor in accordance with the Contract for Construction.

§ 15.4.4 If the Owner becomes a party to any arbitration with the: (a) the Architect, whether as a claimant or respondent, which involves a common question of fact or law with any claim, dispute or other matter in question between the Owner and the Contractor arising out of or relating to the Contract for Construction or the breach thereof; or (b) one or more separate contractors, whether as claimant or respondent, which involves a common question of fact or law with any claim, dispute or other matter in question between the Owner and the Contractor arising out of or relating to the Contract for Construction or the breach thereof, then the Owner, if it elects to do so, may require: (1) the Contractor to arbitrate such claim, dispute or other matter in question in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect; (2) the Architect or the separate contractor(s), or all of them, to arbitrate such claim, dispute or other matter in question in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect; and (3) that all such claims be heard in a single arbitration proceeding or that any separate arbitration proceedings involving such claims be consolidated.

§ 15.5 Litigation

§ 15.5 Any disputes not resolve by Mediation and any disputes that the Owner does not elect to refer to mediation or arbitration shall be resolved through litigation in the Delaware County Court of Common Pleas. The Contractor agrees that it will waive the right to a trial by jury if the Owner elects to waive that right.

§ 15.6 The Owner's Election

§ 15.6.1 The Owner may elect mediation at any time, regardless of whether arbitration or judicial proceedings have been commenced, and the Owner's commencement of or participation in such arbitration or judicial proceedings shall not waive the Owner's right to later elect mediation.

§ 15.6.2 The Owner may elect arbitration at any time, regardless of whether the Owner has previously elected mediation or whether judicial proceedings have been commenced, and the Owner's commencement of or participation in such mediation or judicial proceedings shall not waive the Owner's right to later elect arbitration.

§ 15.6.3 The Contractor may not commence any judicial proceedings against the Owner without first offering the Owner the opportunity to initially elect mediation or arbitration by notifying the Owner in writing of the nature of the dispute, the factual basis for its claims, and the amount or other relief claimed. If the Owner does not make its election within thirty (30) days after such notice, the Contractor may proceed to resolve such dispute through judicial proceedings. The Owner's failure to elect mediation or arbitration within such thirty (30) day period shall not, however, waive the Owner's right to later elect mediation or arbitration. The Owner may elect mediation and if no settlement is reached, thereafter elect arbitration or litigation.

§ 15.6.4 The Owner shall have the right to elect mediation and/or arbitration with the Contractor's Surety under the surety bonds to the same extent and in the same manner as the Owner's right to so elect with the Contractor under this Article 15. The Surety shall be bound by the terms of this Article 15 with respect to any mediation or arbitration elected by the Owner under the surety bonds and shall assume toward the Owner all of the duties, obligations and responsibilities which the Contractor assumes toward the Owner under this Article 15 in the event of such an

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

election. Any separate bond defenses or claims raised by the Surety may, at the Owner's election, be made part of such mediation or arbitration.

§ 15.7 Nullum Tempus

The Contractor acknowledges that the Project involves construction of a public school for a Pennsylvania public school district; therefore, the doctrine of *nullum tempus occurit regi* applies to any claims that the Owner may have against the Contractor relating to the Contractor's performance of the Work.

DRAFT

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:58:26 ET on 11/01/2018 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (812595024)

DRAFT

AIA® Document A101™ – 2017

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

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

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

«School District of Haverford Township »
«50 East Eagle Road »
«Havertown, PA 19083»

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

«»

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

«Coopertown Elementary School»
«800 Coopertown Road, Bryn Mawr, PA 19010»
«Fully-Adhered EPDM Membrane Roof Replacement on Roofs A-F »

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

All references to "The Architect" shall be substituted for "The Roof Consultant"
«Mark J. Sobeck Roof Consulting, Inc. »
«161 Main Street, Suite 300 »
« Luzerne, PA 18709»

The Owner Representative:
(Name, legal status, address and other information)

C.B. Development Services, Inc.
1617 JFK Boulevard, Suite 1090
Philadelphia, PA 19103

The Owner and Contractor agree as follows.

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

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

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

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AIA Document A101™ – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 10:22:37 ET on 01/23/2019 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (1815496244)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

[« »] The date of this Agreement.

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

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

« »

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

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

§ 3.3 Substantial Completion

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

AIA Document A101™ – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:22:37 ET on 01/23/2019 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (1815496244)

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

[« »] By the following date: « »

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

Portion of Work	Substantial Completion Date

§ 3.3.3 Intentionally deleted.

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

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

Item	Units and Limitations	Price per Unit ($0.00)
1. 2x4	Per Lineal Foot	
2. 2x6	Per Lineal Foot	
3. 2x8	Per Lineal Foot	
4. 2x10	Per Lineal Foot	
5. 2x12	Per Lineal Foot	
6. 5/8" CDX plywood	Per Square Foot	
7. JR Smith 1010C Cast Iron Roof Drain	Per 1 drain	
8. Gypsum deck replacement	Per Square Foot	
9. Acrylic coating and sand	Per Square Foot	
10. Wage Rates	Per Hour	

§ 4.5 Intentionally Deleted.

§ 4.6 Intentionally Deleted.

AIA Document A101™ – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 10:22:37 ET on 01/23/2019 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (1815496244)

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, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 10 business days after the second regularly scheduled School Board meeting of the following month.
(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that the Owner's Representative, with input from the Architect, determines to be reasonably justified.

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

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

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due in accordance with the General Conditions.

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

« As per Article 9.6.7 of modified AIA A201-2017 »

AIA Document A101™ – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 10:22:37 ET on 01/23/2019 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (1815496244)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as set forth in the General Conditions.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall be processed in accordance with the General Conditions.

§ 5.1.8 Intentionally deleted.

§ 5.1.9 Intentionally deleted..

§ 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 in accordance with the General Conditions.

§ 5.2.2 The Owner's final payment to the Contractor shall be in accordance with the General Conditions.

§ 5.3 Interest

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

3% per year.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as set forth in the General Conditions.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in the General Conditions.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor in accordance with the General Conditions.

§ 7.2 The Work may be suspended by the Owner as provided in the General Conditions.

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

C.B. Development Services, Inc.
1617 JFK Boulevard, Suite 1090
Philadelphia, PA 19103

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

« »

AIA Document A101™ – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 10:22:37 ET on 01/23/2019 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (1815496244)

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in the Instructions to Bidders and the General Conditions.

§ 8.5.2 The Contractor shall provide bonds as set forth in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

.5 Drawings

Number	Title	Date
R-1	Master Plan	August 10, 2022
R-2	Re-Roofing Roof Plan	August 10, 2022
R-3	Gutter Detail, Typ.	August 10, 2022
R-4	Gravel-Stop Edge Detail, Typical	August 10, 2022
R-5	Rake Edge Detail, Typical	August 10, 2022
R-6	Base-of-Wall Detail, Typical	

.6 Specifications

Section	Title	Date	Pages
	Scope of Work	August 10, 2022	12

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract

AIA Document A101™ – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 10:22:37 ET on 01/23/2019 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (1815496244)

Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

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

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

« »

[« »] The Sustainability Plan:

Title	Date	Pages

[« X »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
	Supplementary General Conditions	August 10, 2022	7

.9 Other documents, if any, listed below:
The Instructions to Bidders
Document 004519 Non-Collusion Affidavit of Prime Bidder
The Payment Bond
The Performance Bond
Prevailing Wages - Serial Number: 22-06621

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

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

DRAFT

AIA Document A101™ – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 10:22:37 ET on 01/23/2019 under Order No.7903355063 which expires on 09/07/2019, and is not for resale.
User Notes: (1815496244)

COOPERTOWN ELEMENTARY SCHOOL

800 Coopertown Road
Bryn Mawr, PA 19010

FULLY-ADHERED EPDM MEMBRANE ROOF REPLACEMENT ON ROOFS A - F

SCOPE OF WORK

Contractors shall verify that all materials and methods to be used are in compliance with all state and local codes. The Owner, The School District of Haverford Township is responsible for building permits, plan review, and any other fees and/or code inspection costs that may apply.

All of the attached documents shall be considered part of the entire Retro-Fit Specification Bid Package, including the invitation to bid, bid form, general conditions, scope of work, drawings, details, and any other attached or referenced manufacturer's specifications. Work or items stated in one section, may apply to other sections, but may not be mentioned at every occurrence within the specification. All included items shall be addressed and completed as part of this specification. It is the Roofing Contractor's responsibility to make them self completely familiar with the entire Bid Package.

Contractors shall verify and thoroughly inspect existing building, grounds, job conditions, all dimensions, deck slopes, deck transitions, roof penetrations, rising wall conditions, tie-ins, edge conditions, etc. prior to submitting a bid.

Contractors shall bring any discrepancies to the attention of the Owner's Representative and Roof Consultant, in writing, no later than three (3) days before the bid due date.

Contractors will be required to e-mail daily "real-time" job condition photos to Owner's Representative and Consultant by smart phone. Unforeseen conditions will be reviewed with the Owner's Representative and Roof Consultant by video conference, via FaceTime or Skype, when necessary. Smart phones must be equipped with such applications for video communication.

Acceptable manufacturers for the new EPDM roofing system materials specified herein and noted on the drawings are those as manufactured by Firestone Building Products, Carlisle Syntec Systems, Inc., and Versico.

An "Assembly Letter" from the roofing manufacturer must be submitted prior to start of work, listing all components and requirements, stating that their system will meet all of the requirements of these specifications, including the specified warranty requirements.

All specifications and drawings as noted herein shall be in accordance to Base Bid specifications: Provide manufacturer's 20 yr., 72 MPH, 60-mil. Fully Adhered EPDM roof system with a Total System "No-Dollar-Limit" Watertight warranty.

All precautions shall be taken, including in the storage and transport of materials, to protect the surrounding existing and newly installed roof from damage during the installation of the new roofing system. Contractor shall protect all adjacent existing surfaces from damage during the course of re-roofing. All materials and tools stored on existing roof surfaces shall be set on plywood sheets or thick rubber "cow" mats to prevent damage to the existing roof surface. No storage of tools, debris, or new materials is permitted on any newly-installed roof area or roof areas not included in this Scope of Work. Contractor shall repair any damage made during the course of re-roofing at no cost to the owner.

The contractor receiving the contract award will be required to submit the following current clearances/documentation for each employee, crew member, delivery personnel, etc. that will be on the School District of Haverford Township's grounds:

Act 34 Request for Criminal Record Check (SP 4-164)
Act 114 FBI Fingerprinting Background Check Process
Act 151 Pennsylvania Child Abuse History Clearance (CY 113)
Act 168 Sexual Misconduct-Abuse Clearance

EXISTING ROOF COMPOSITIONS

Roofing Contractor shall note that the approximate square footages and roof compositions provided herein are <u>for reference only</u>. Roofing Contractors shall field verify the existing roof compositions of all core sample results and square footages prior to submitting a bid. Roofing Contractors shall bring any discrepancies to the attention of the Roof Consultant, in writing, no later than three (3) days prior to the bid due date. The approximate total square footage follows:

The approximate total square footage is 43,800 ± Sq. Ft. (Contractor Verify):

Roof A: ±5,760 Sq. Ft.
Roof B: ±6,928 Sq. Ft.
Roof C: ±7,995 Sq. Ft.
Roof D: ±3,308 Sq. Ft.
Roof E: ±11,476 Sq. Ft.
Roof F: ±8,333 Sq. Ft.

EXISTING ROOF COMPOSITION:

Roof A, B, D, E and F existing composition from the deck up is as follows.

- Gypsum Deck
- Nailed Base Sheet (Dry)
- 1- ½" Polyisocyanurate Insulation
- Composite Perlite Insulation Board with Fiberboard Top
- Marble Chipped Asphalt Built-Up Roof

Total Thickness: ±2- ½"

Roof C existing composition from the deck up is as follows.

- Gypsum Deck
- Nailed Base Sheet (Dry)
- 1- ¾" Polyisocyanurate Insulation
- ½" Perlite Insulation
- 1- 1- ½" thick Marble Chipped Asphalt Built-Up Roof

Total Thickness: ±3- ¾"

The existing roofing and flashings have been sampled by Environmental Control Systems, Broomall, PA 19008. The bulk samples were then submitted for analysis by polarized light microscopy (PLM).

The results of PLM analysis indicate that ALL ROOFING AND FLASHINGS have tested NEGATIVE for asbestos containing regulated materials (ACRM). A copy of the Test Report is attached at the end of the Scope of Work.

SPECIAL NOTE: Roof C – Original structural drawings are not available and the existing roof slope(s) is/are indiscernible. It shall be the responsibility of the Roofing Contractor to field verify all existing deck and tapered insulation slopes. Contractor shall include in their base bid all costs to cut and properly patch a minimum of four (4) 3' x 3' (each) core samples, in locations determined by the Roof Consultant in re-roof area "C" during the project submittal phase. Core sampling shall be done in order to verify deck/insulation slopes, if present, and to ensure all re-roof drawings and slopes shown will positively drain water from all roof areas as shown on the re-roof drawings. Custom manufacturer provided tapered insulation shop drawings shall be created for the Roof Consultant's approval based upon the core sample investigations noted above. The Contractor has the responsibility to investigate, as much as necessary, prior to submitting shop drawings and to make field adjustments during installation, as required, to ensure positive drainage.

DEMOLITION:

1. Remove existing roofing materials, including but not limited to asphalt built-up roof, marble chip, polyisocyanurate insulation, perlite, fiberboard, asphalt base sheet, wall flashings, etc. down to the underlying gypsum deck.

   All decks shall be thoroughly cleaned of all dirt and debris prior to installing any new roofing materials. The existing base layer of felt shall be removed to the greatest extents possible.

   Roof Consultant must be present on the first day of tear-off to verify material removal conditions. Roofing Contractor shall notify the Roof Consultant a minimum of three (3) days in advance of the initial day of roof removal.

2. At all eaves and rakes, remove and properly dispose of the existing drip-edge and gravel-stop.

   Existing fascia cladding shall remain and shall be protected from damage during the course of work. Field Verify.

3. Remove and properly dispose of all existing gutters and downspouts. At the start of the work, contractor shall inspect all drains and downspout receptors at underground piping (field verify) to report any that are blocked, or contain standing water, so that the owner can have the drains cleaned out prior to start of work in that area. Roofs shall be kept clean and free of debris daily so that roof drains/downspouts do not become blocked.

   Contractor shall be responsible for keeping drains/downspouts protected from becoming clogged as a result of the roof work. Drains/downspouts shall be temporarily covered during the course of the work, so that no debris may enter the lines, and open at night or when rain is anticipated. Strainers shall be installed each night so that rainwater cannot cause debris to flow into the drains.

4. Remove and properly dispose of existing copper counter-flashing at stone-faced walls, in preparation to raise flashing heights and provide new counter-flashing. Field Verify.

5. Remove and properly dispose of existing copper counter-flashing at all existing stucco/EIFS rising walls.

   Existing stucco/EIFS/stone/masonry rising wall shall be cut to allow for minimum 8” flashing height, above the new roof system. Field Verify.

6. Remove and properly dispose of existing stainless-steel surface-mount counter-flashing.

7. Roof C: Remove and properly dispose of existing cast-iron drain clamping rings and strainers.

8. Remove existing abandoned roof curbs and rails and all dead equipment on the roof. See attached Curb & Duct Removal Photos at end of scope of work and field verify.

9. Completely clean and dispose of all debris from surface of roof deck with brooms and/or

power air blowers. Completely dry surface of roof decks prior to installation of new Insulation, adhesive, etc. Any areas where deck replacement occurs, contractor must hang plastic interior protection and collect and properly dispose of all debris, dust, etc. including on top of open web joists, light fixtures, ductwork, etc. This shall include removal of debris above interior ceiling tiles on the same day as deck removal/replacement.

10. Roofing Contractor shall coordinate all wood, curb removal or deck replacement areas, etc. with the School a minimum 1 week prior to work in order to cordon off all interior spaces below investigation or deck replacement areas with caution tape and signs clearly marked "**DANGER – ROOFING WORK OVERHEAD**". Roofing Contractor must have an interior safety monitor at all times of wood/deck repair work, so that students or faculty, etc. do not walk near the wood/deck repair areas.

11. **CAUTION: The existing roofing membrane provides an element of support and safety for workers on a badly deteriorated deck. After removing the roofing membrane and underlying insulation, the added safety provided by the membrane is lost and workmen become exposed to the increased hazard of falling through the roof. COMPLY WITH ALL CURRENT OSHA SAFETY REQUIREMENTS REGARDING FALL PROTECTION**.

12. Inspect the existing wood blocking, sheathing and decking for wet, damaged, or deteriorated conditions. Provide Unit Prices on the Bid Form and as noted below. Any and All locations where existing items must be replaced on a unit price basis due to wet, damaged or deteriorated conditions, must be documented with photographs and daily work orders, and the location and size of the areas noted on a separate copy of the roof plan. This information shall then be given to the Roof Consultant for approval.

    1) **2x4:** Provide a per lineal foot unit price to replace damaged or deteriorated existing 2" x 4" wood blocking with new 2" x 4" non-pressure treated wood blocking.
    2) **2x6:** Provide a per lineal foot unit price to replace damaged or deteriorated existing 2" x 6" wood blocking with new 2" x 6" non-pressure treated wood blocking.
    3) **2x8:** Provide a per lineal foot unit price to replace damaged or deteriorated existing 2" x 8" wood blocking with new 2" x 8" non-pressure treated wood blocking.
    4) **2x10:** Provide a per lineal foot unit price to replace damaged or deteriorated existing 2" x 10" wood blocking with new 2" x 10" non-pressure treated wood blocking.
    5) **2x12:** Provide a per lineal foot unit price to replace damaged or deteriorated existing 2" x 12" wood blocking with new 2" x 12" non-pressure treated wood blocking.
    6) **PLYWOOD SHEATHING**: Per square foot price to remove and replace any and all damaged, deteriorated and/or wet plywood sheathing with new matching thickness and configuration. (Assume 5/8" thick CDX Plywood for bidding purposes).
    7) **ROOF DRAINS:** If existing drain cannot be re-used because it is cracked, damaged or deteriorated beyond repair, remove existing drain completely and install new OMG Aluminum Classic "New Con" roof drain. Include all necessary aluminum domes, drain rings, and stainless steel hardware, etc. Patch Gypsum decking at new drain locations so that new repair areas smoothly match the adjacent gypsum decking so as to NOT buck or pond water when new insulation is installed (field verify). Install in strict accordance

to manufacturer's current installation instructions in a completely watertight manner (field verify).

8) **GYPSUM DECK:** Provide a per square foot unit price to replace damaged or deteriorated existing gypsum deck with all new United States Gypsum manufactured SECUROCK gypsum-concrete patch and wire mesh (See attached Gypsum Roof Deck Repair/Replacement Procedures from the National Roof Deck Contractors Association attached). See NRDCA Website: www.nrdca.org for more information. Contractor shall provide all temporary roofing as required to keep the building dry during the set-up period. Deck replacement shall be done by a Company specializing in deck remediation with minimum 5 years' experience.
9) **SAND & COATING PROTECTION:** Per square foot price to furnish and install Acrymax Technologies, Inc. ARS-3-SP15 two (2) coat elastomeric roof coating system with sand cast into coating, or approved equal, at locations determined by the Owner's Representative and the Roof Consultant.
10) **WAGE RATES:** Provide an hourly wage, inclusive of all benefits, mark-ups, overhead, insurance, etc. for each listed here (see Bid Form): Superintendent, Foreman, Journeyman, Apprentice, Helper.

WOOD BLOCKING:

Roofing Contractor shall examine the existing construction first hand prior to bidding and bring any discrepancies to the attention of the Roof Consultant at least three (3) days prior to the bid date. Include all costs to properly complete the work.

1. All existing perimeter wood blocking shall remain. Any and all damaged, deteriorated and/or wet wood shall be removed and replaced, with new to match existing, on a unit price basis. See Bid Form.

2. Roofing Contractor furnish and install all new non-pressure treated 2"x wood blocking and CDX plywood shims to match the maximum height of the new insulation, as shown on Drawings. Field Verify.

3. **All top layers of new wood blocking installed at any location shall be nominal 2"x6" wood blocking as per the system manufacturer's current specifications. No thinner top layers of wood blocking or plywood sheathing will be acceptable, unless otherwise specifically noted in the Scope of Work, Plans, or Details**.

4. All fasteners shall be installed flush to the surface of the new wood blocking and shall penetrate into the underlying substrate for a distance in accordance with the system manufacturer's current specifications for the specified warranty. Secure in two (2) staggered rows, 24" on-center. Roofing Contractor shall submit all fasteners for review and approval prior to start of work.

GYPSUM DECK REPAIRS TO CURB REMOVAL AREAS:

1. Upon removal of existing curbs (see Curb and Duct Removal Photos, Plans and field verify), existing openings in the deck created by removal of the curbs shall be completely filled with new USG United States Gypsum manufactured SECUROCK gypsum-concrete patch and wire mesh. Contractor shall include all necessary wire mesh, form boards, bulb tees, etc. as required and as noted in the attached Gypsum Roof Deck Repair/Replacement Procedures from the National Roof Deck Contractors Association. See NRDCA Website: www.nrdca.org for more information. Contractor shall provide all temporary roofing as required to keep the building dry during the set-up period, if required. Deck replacement shall be done by a Company specializing in deck remediation with minimum 5 years' experience.
2. Coordinate all work with school minimum 1 week in advance of all work so that wires, conduits, can be terminated properly, etc. by the owner's representatives. Drop ceiling tiles shall be carefully removed from beneath all deck replacement areas and stored for reinstallation upon completion of new decking installation.

3. Roofing contractor shall provide interior protection in the form of 6-mil poly plastic placed over the floor and all items to remain, where required. Roofers shall clean up all debris and plastic daily and at the end of work. This shall include cleaning of all ceiling structural members, ceiling grid, ducts, wires in the ceiling plenum, etc. prior to reinstallation of drop ceiling tiles (field verify).

4. See attached existing duct Architectural/HVAC drawings M5.1 and M2.1 for locations of existing ducts and curbs to be removed and new decking installed. The most up to date ACRM report is also attached for reference and review to determine whether ACRM is present in on or around the ducts and curb removal items (Field Verify).

5. In areas where new gypsum decking will be installed, roofing contractor must install a modified base sheet (Carlisle's SureMB 90 or approved equal) over the entire deck repair/replacement area. Base sheet shall be installed as required by EPDM manufacturer to receive the specified warranty. Secure base sheet to the lightweight insulating concrete with 1.8" Dual Prong Fasteners in pattern similar to the Detail SWHM-C. New polyiso insulation shall then be set in low rise foam adhesive as noted herein (field verify).

CAV-GRIP III AEROSOL ADHESIVE/PRIMER (required for all Manufacturers):

1. Over the cleaned gypsum deck, furnish and apply Cav-GRIP III Adhesive/Primer (Carlisle/Versico) or Jet Bond Spray (Firestone), or approved equal aerosol primer. The deck shall receive 100% coverage, maintain a minimum 2"-3" lap between passes. Allow adhesive/primer to become tacky but not overly dry - primer should not transfer to fingers when touched.

ROOF INSULATION:

1. **Roof A, B, D, E and F:** Over the cleaned and Cav-GRIP III primed gypsum deck, furnish and install **two (2) new layers of 2.6 thick flat Carlisle "SecurShield" Polyisocyanurate insulation - 5.2" thick total (R-30)** with coated glass facers, or other manufacturer's approved equal insulation with glass facers. **Insulation with standard paper facers will not be**

acceptable and will be rejected. Insulation shall be minimum 25 PSI compressive strength, regardless of the manufacturer's warranty requirements for the specified warranty.

2. **Roof C, only:** Over the cleaned and Cav-GRIP III primed gypsum deck, furnish and install new **¼" per foot tapered Carlisle "SecurShield" Polyisocyanurate insulation** (Average R-30) with coated glass facers, or other manufacturer's approved equal insulation with glass facers. **Insulation with standard paper facers will not be acceptable and will be rejected.** Top layer of insulation shall be minimum 25 PSI compressive strength, regardless of the manufacturer's warranty requirements for the specified warranty.

3. Furnish and install new **½" per foot tapered "SecurShield" polyisocyanurate insulation to form crickets** between the roof drains and adjacent rising walls. See Roof Plan for cricket widths and configurations. Roofing Contractor to field verify new tapered crickets are minimum twice the slope of the structurally sloped concrete deck (Field verify southeast side of Roof A and install in-fill insulation as required to make the roof crickets slope ½" per foot as shown on drawings). Top surfaces of new tapered "SecurShield" Polyiso insulation shall be 25 PSI compressive strength regardless of the manufacturer's warranty requirements for the specified warranty.

4. Over the new and clean insulation, install new **½" per foot tapered "SecurShield" Polyisocyanurate 18 wide insulation crickets on high sides of all existing curbs**. Roofing Contractor shall field verify that the cricket slope is a minimum of two (2x) times greater than the slope of the roof deck, in order to accommodate proper water drainage. Top surfaces of new tapered "SecurShield" Polyiso insulation shall be 25 PSI compressive strength regardless of the manufacturer's warranty requirements for the specified warranty.

5. Roof C: Furnish and install new manufactured 4'-0" x 4'-0" ½" per foot tapered Hinged Target Sumps at drains indicated on R-2 Re-Roof Plan. All target sumps shall be "SecurShield" polyisocyanurate with coated glass facers and 25 PSI compressive strength, regardless of the manufacturer's warranty requirements for the specified warranty.

   Roofing Contractor shall modify, move, reconfigure, etc. new sumps, as required, to provide positive drainage if drain is not located at the low-point of the roof. Contractor shall also add tapered fill and/or shave along the sump perimeter to create a smooth transition to the field insulation, and to create positive flow to the drains in ALL instances. Field Verify.

6. Alternate #1: In lieu of SecurShield, furnish and install all new **Carlisle "Insulbase" Polyisocyanurate insulation** with standard paper facers, or other manufacturer's approved equal insulation. Insulation shall be 20 PSI compressive strength.

GENERAL INSULATION NOTES:

1. New polyiso insulation shall be set in low rise foam adhesive with ribbon patterns as approved by the membrane manufacturer for the specified roof warranty and 72 mile per hour enhanced wind speed coverage, including increased corners and perimeters where required. Roofing

Contractor shall submit letter with bid proposal from Roofing Manufacturer with patterns clearly noted. Insulation installation shall start at the low point of the roof and move upward to avoid slippage. Allow the adhesive to rise up approximately 1/8" and develop strings prior to setting insulation boards into adhesive (string time is generally around 1-1/2 – 2 minutes after application at room temperature). Walk the boards into the adhesive and roll using a 30" wide, 100–150 pound weighted steel roller to ensure full embedment or set full cans of bonding adhesive on top of boards until properly set, as required by membrane manufacturer. Optimal set up time should be approximately 5 to 10 minutes. Ribbons application and spacing shall be randomly inspected by the Roof Consultant for conformance to job and manufacturer's specifications. Follow manufacturer's drying time instructions exactly.

2. Install tapered insulation crickets at the high sides of all curb-mounted roof top units to properly divert water around the curb. Curb crickets shall be tapered polyiso insulation, or other manufacturer's approved equal tapered insulation. All crickets shall be installed the full width of each curb, with adequate slopes to properly divert water around the curb.

3. At low edges of new tapered Polyisocyanurate insulation crickets, neatly and continuously bevel-cut low edges of the panels as to create smooth transitions to the adjacent field insulation roof surface.

4. In areas where new gypsum decking will be installed, roofing contractor must install a modified base sheet (Carlisle's SureMB 90 or approved equal) over the entire deck repair/replacement area. Base sheet shall be installed as required by EPDM manufacturer to receive the specified warranty. Secure base sheet to the lightweight insulating concrete with 1.8" Dual Prong Fasteners in pattern similar to the Detail SWHM-C. New polyiso insulation shall then be set in low rise foam adhesive as noted herein (field verify).

ROOFING:

1. Over the new roof insulation, install a Carlisle SynTec Systems **Fully Adhered .060" non-reinforced EPDM membrane** roof system using all current EPDM rubber membrane system manufacturer's specifications, details, enhancements, and requirements as to furnish and install, the manufacturer's **20-Year, 72 MPH, 60-mil. black non-reinforced, fully-adhered EPDM Total System, "No-Dollar-Limit" watertight warranties**. **45-mil membrane will not be acceptable for the Base Bid or any Alternate.** Other acceptable systems are Firestone Building Products and Versico.

   New .060" non-reinforced EPDM membrane shall have 6" wide Factory Applied Tape (FAT) seams, and 6" wide seams at all endlaps, splice locations, etc. 3" wide seam tape is prohibited.

2. Alternate #2: Furnish and install new Carlisle SynTec Systems **Fully Adhered .090" non-reinforced EPDM membrane** roof system using all current EPDM rubber membrane system manufacturer's specifications, details, enhancements, and requirements as to furnish and install, the manufacturer's **30-Year, 72 MPH, 90-mil. black non-reinforced, fully-adhered EPDM Total System, "No-Dollar-Limit" watertight warranties.**

Roofing Contractor shall include all costs for enhanced flashing details. All details shall have double-flashings at all T-joint locations, curbs corners, pipe penetration flashings, etc. including 6" on-center fastening at all RUSS strip locations and termination bars. See manufacturer's current 30-year installation instructions and details.

3. **All adhesives, cleaners, primers, etc. used shall comply with all current federal, state and local regulations and requirements regarding V.O.C. (volatile organic compound) content.**

   Roofing Contractor shall utilize **"Cav-Grip III" Aerosol primer/adhesive** (Carlisle/Versico) **or Jet Bond Spray Adhesive** (Firestone), or approved equal aerosol adhesive, to adhere the new EPDM to the underlying insulation layer. **Bonding adhesive is not acceptable and shall not be used due to odor.**

   "SecurShield" polyisocyanurate insulation and backside of EPDM shall receive 100% adhesive coverage, maintaining a minimum 2" – 3" lap between adhesive passes. Allow adhesive to become tacky but not overly dry - adhesive should not transfer to fingers when touched.

   The EPDM membrane shall be rolled into the adhesive-coated substrate, while avoiding wrinkles, **immediately** brushed down with a soft-bristle push broom, and then rolled with a weighted segmented roller to achieve maximum contact.

4. New EPDM rubber membrane shall be fully-adhered continuously up the base of the parapet walls and completely over new wood blocking as shown in the details. Where new EPDM rubber membrane is to be adhered to masonry parapet/rising walls, Roofing Contractor shall ensure the masonry substrate is thoroughly cleaned and dry prior to adhering new roof materials.

5. **Special care shall be taken to install the sheets as wrinkle-free as possible. Wrinkles, which impede the free flow of water to drainage outlets, will not be acceptable. Any such wrinkles shall be cut out and repaired at the contractor's expense, following all of the manufacturer's requirements for patching and warranty. No wrinkles will be allowed through seams of the new roof membrane.**

6. Install new pressure sensitive 6" wide EPDM RUSS strips at all locations where required by the membrane manufacturer. RUSS strips shall be fastened to the underlying roof deck, wood blocking, base of rising walls and / or roof curbs with seam plates and roofing screws, a maximum of 12" on-center.

7. New base flashings shall be installed as a continuation of the main roofing sheet wherever possible.

8. **SPECIAL ENHANCEMENT:** At all seam splice intersections, Roofing Contractor shall furnish and install double-flashings at all T-joint locations– lap sealant at intersection, one (1) 6"x6" pressure-sensitive uncured T-joint cover and one (1) 12"x12" pressure-sensitive uncured

T-joint cover. Lap sealant shall be installed continuously around the 12"x12" patch. This detail is a requirement regardless of the manufacturer's requirements for the specified warranty.

9. All curbs, vent pipe, and other roof penetrations shall be flashed according to the membrane manufacturer's current printed specifications and details as required to obtain the specified roof warranty.

   If new rooftop HVAC units have not been set on existing/new curbing, the new EPDM rubber membrane shall extend up and over the top of the curbs. Field Verify.

10. Vent pipe, conduit and other roof penetrations shall be flashed in the following preferred order:
    - With pre-formed pipe seals wherever possible
    - With uncured or pressure sensitive uncured EPDM flashing membrane
    - With pourable sealer pockets or "pitch boxes"

11. New aluminum termination bar details, complete with water cut-off mastic and edge sealant (edge sealant to be installed continuously along the top edge of the termination bars and over every termination bar fastener head in a completely watertight manner), shall be installed at all locations where required by the membrane manufacturer for the specified roof warranty. Fasten new termination bars to the substrate **6" on-center**. Allow a ¼" gap between adjacent sections of the termination bars to allow for expansion.

SHEET METAL WORK:

New edgings/fascia system shall be included under the membrane manufacturer's specified "Total System" watertight warranty and shall cover all existing 'shadow lines'.

Roofing Contractor shall submit complete sheet metal shop drawings and fastener product data, clearly showing all dimensions, gauges, design configurations, etc. to the Roof Consultant for approval prior to ordering. ANCHOR-BAR TYPE, HEM CRIMP-TYPE OR SHOP-FABRICATED EDGING WILL NOT BE ACCEPTABLE – EDGING MUST BE SUPPLIED BY THE ROOFING MANUFACTURER.

Owner shall choose from manufacturer's standard colors.

1. Furnish and install new **two-piece "snap-on" Kynar 500 finish manufactured .050" aluminum gravel-stop fascia and galvanized water dam assembly** (Similar to Carlisle "SecurEdge 200" series) continuously along rake edges. Include all manufacturer's inside/outside miters, end caps, and end wall flashings. "Silver Metallic" Color to match existing gymnasium metal edgings and gutters (submit color chip for review and approval.)

   Water dam of new edging system shall be a minimum of 2-3/8" high. Roofing Contractor shall field verify new gravel stop fascia heights prior to submitting a bid. New edgings shall be installed using 3 ½" wide concealed joint plates. Fasten new water dam into every pre-punched hole with 1- ¼" galvanized ring shank nails (provided by manufacturer). Gap adjacent sections of fascia minimum ¼" to allow for expansion. New fascia system shall meet all current

ANSI/SPRI ES-1 wind design requirements. **ANCHOR-BAR TYPE, HEM CRIMP-TYPE OR SHOP-FABRICATED EDGING WILL NOT BE ACCEPTABLE – EDGING MUST BE SUPPLIED BY THE ROOFING MANUFACTURER. 1.** Submit shop drawings for review and approval to the Roof Consultant prior to fabrication and installation. Roofing contractor shall create a "mockup" of this detail on site for review and approval prior to final installation.

2. Furnish and install new manufactured **.050" Kynar 500 finish aluminum fascia extender** with offset (Similar to Carlisle "SecurEdge 200" series) continuously along roof edges and parapet walls. Include all manufacturer's inside/outside miters, end caps, and end wall flashings. See Drawings.

   New fascia extender shall be installed using 3 ½" wide concealed joint plates and continuous cleat. Fasten new extender into every pre-punched hole with 1- ¼" galvanized ring shank nails (provided by manufacturer). Gap adjacent sections of fascia minimum ¼" to allow for expansion. New fascia system shall meet all current ANSI/SPRI ES-1 wind design requirements. Submit shop drawings for review and approval to the Roof Consultant prior to fabrication and installation. Roofing contractor shall create a "mockup" of this detail on site for review and approval prior to final installation.

   It is of utmost importance to ensure all shadow and paint lines are covered. Roofing Contractor shall field verify the proper gravel-stop and fascia extender heights and shall ensure both fascia are of equal height.

3. Furnish and install new 7" wide .040" Kynar 500 finish **seamless** aluminum box gutters with a minimum 3" integral deck flange at existing locations. "Silver Metallic" Color to match existing gymnasium metal edgings and gutters (submit color chip for review and approval.) Consecutive sections of gutter shall be installed with expansion gaps by gapping the gutter sections 1". Continuous gutter lengths shall not exceed 70'-0" lineal feet. Install gutter expansion gap covers and flash in a completely watertight manner. Seal all gutter end caps with matching-color aluminum or stainless-steel pop-rivets and Alcoa gutter sealant, or approved equal watertight sealant, in a completely watertight manner. Continuous and seamless gutter sections shall be installed at equal lengths as closely as possible as to provide a symmetrical appearance between gutter sections, but not impede the uniform flow of water to the downspouts. Coordinate expansion joint locations with existing and new downspout locations so as to not impede the proper flow of water. Manufacturer's standard color shall be selected by the Owner. An approved seamless gutter supplier is Garrety Manufacturing, Incorporated at http://www.garretymfg.com/ Roofing contractor shall create a "mockup" of this detail on site for review and approval prior to final installation.

   Gutter flange shall be fastened into the top of the new wood blocking at 3" on-center with 1.25" galvanized roof nails. New EPDM rubber membrane shall be turned over the back side of the gutter, set in water cut-off mastic, and finished with new aluminum termination bars fastened 6" on-center with stainless-steel or aluminum screws. This detail is required for all manufacturers. Do not strip-in gutters. Aluminum or stainless-steel gutter hangers shall be installed 24" on-center through the pre-drilled holes into the termination bars and positioned

over the termination bars. **Galvanized or steel hangers are not permitted.** At location where, new gutters terminate into adjacent metal edgings: terminate, flash and seal watertight, as required to receive the specified warranty. Submit shop drawings for review and approval to the Roof Consultant prior to fabrication and installation. Submit end termination detail for approval. See Details.

4. The roof shall not stand without gutters or downspouts for more than three (3) business days. Roofing Contractor shall extend new EPDM over the roof edge and nail off, as to prevent water from backing up into the building's façade through capillary action during this timeframe. The Roofing Contractor shall coordinate to have new gutters and downspouts installed in a timely manner once the new roofing system has been installed.

5. Furnish and install **new .040" aluminum 4" x 5" corrugated rectangular downspouts** (at all existing locations. Field Verify. "Silver Metallic" Color to match existing gymnasium metal edgings and gutters (submit color chip for review and approval.) Include all necessary accessories for watertight connections to the gutters and existing ground receptors. Field Verify. Color shall be chosen by the Owner from the manufacturer's standard colors. Fasten downspouts into the building perimeter 5'-0" on-center with new, matching-color aluminum straps and stainless-steel hardware and include all costs for new elbows, where required, to match existing configuration.

6. Stone and Stucco / Masonry Walls: Existing stepped counter-flashing shall remain and be re-reused where possible. Where new insulation will rise above the existing counter-flashing heights (field verify), carefully and neatly saw cut a new reglet into stone/masonry minimum 1" deep, minimum 8" above the new roof surface (See detail R-6). Install 5/8" CDX plywood to create a smooth continuous substrate for new fully adhered EPDM membrane and new termination bars as noted herein. Secure wood blocking with masonry fasteners at 24" on center in two staggered rows. Furnish and install .018" stainless-steel one-piece counter-flashing with dovetail. Set the new counter-flashing with lead wedges, 12" on-center, and neatly tool in place Geocell Tripolymer along top edge in a completely watertight manner. Lap sections minimum 2". **Do not fasten through laps. Submit shop drawings for review and approval to the Roof Consultant prior to fabrication and installation.**

7. Below aluminum clad windows, hammer down existing counter-flashing along base of wall. Install in-fill insulation as required and flat/tapered insulation per drawings and install RUSS strips along base of wall. New EPDM shall be installed continuous from field to smooth masonry rising wall and terminate below existing aluminum sill to remain (See detail R-8). Install custom fabricated aluminum counter-flashings over term bar and secure with aluminum pop-rivets at 12" on center. Overlap end laps minimum 2" in bed of sealant. DO NOT FASTEN THROUGH LAPS.

   Contractor shall ensure the newly trimmed stucco/EIFS bottom edge and sides are sealed in a complete watertight manner. Roofing Contractor shall provide product data to the Roof Consultant for review and approval, prior to application. Field Verify.

MISCELLANEOUS:

1. Roof C: Furnish and install **three (3) (Field Verify) new cast iron strainer baskets and clamping rings** to match existing roof drain configuration. Field Verify. Secure with new stainless-steel bolts, nuts and washers and apply one (1) tube of water cut-off mastic beneath the EPDM at each clamping ring location. Field verify existing drain sizes. Existing cast-iron drain bowls shall remain.

2. On Roof A, at base of southeast wall (field verify), install new ½" Secure shield HD cover board to the vertical surface and secure with 3" plates and screws at 1 every 2 sf (See detail R-7). Install EPDM continuous from Lower Roof A up vertical wall and terminate with custom fabricated counter-flashings shown in detail R-7. At base of rising wall install in-fil insulation to make the valley flat and then install ½" per foot tapered polyiso on top of flat valley to ensure that new crickets are creating positive flow to direct water away from the base of the rising wall (field verify).

3. On Roof C to Roof F rising wall and Roof C to Roof E rising wall: remove existing wall base flashings and copper vertical panels and prepare for new insulation. Existing louvers will be replaced by others. Coordinate work by other and new EPDM flashings installation, so that EPDM membrane can be turned into the rough opening of the louver and then the louver shall be set in a heavy bead of continuous water cut-off mastic applied at rate of 1 tube every 10'-0". Install aluminum flashings and details as require by the membrane manufacturer for the specified warranty. Install new ½" Secure shield HD cover board to the vertical surface and secure with 3" plates and screws at 1 every 2 sf. Install EPDM continuous from Lower Roof C up vertical wall and onto higher Roofs E and F (field verify). Install new 2x6 non-pressure treated wood blocking along the outside edge of roofs E and F to match the max. thickness of the new insulation. Secure wood with roofing screws at 24" on center in two staggered rows.

4. At connection between Roof A, Roof C and adjacent recently installed Carlisle EPDM roof (field verify), perform the following work: Carefully remove existing gravel stop edge for re-installation. Neatly trim and remove approximately 4'-0" of existing aluminum gutter. Install new custom fabricated matching color .040" aluminum end cap and pop-rivet in place and seal in a completely watertight manner with gutter seal, matching existing exactly. Terminate roof per 30 year Carlisle details (field verify). Once gutter is removed, lift existing EPDM to remain and install new 5/8" CDX plywood and 2x wood, as required to box out area shown in red on Photo Report at end of scope of work. New wood blocking shall be soundly secured to the deck, rising wall, etc. with masonry fasteners at 12" on center. Plywood shall be installed to completely enclose the bottom of roof C area. Terminate all conditions as per EPDM manufacturer's details with minimum term bar as noted herein and surface mounted counter-flashings. Splice existing EPDM to remain to new EPDM with 6" seam tape and screws and plates at 6" on center for the entire length of the transition. Overlay splice with 12" cured EPDM coverstrip membrane and all necessary T-joint patches, etc. Submit Shop drawings approved by manufacturer for proper tie-ins for review and approval. Install a new ½" per foot tapered polyiso cricket to direct water away from corner (See photo report). Notch out new wood blocking minimum 12" wide at Roof A rake edge at bottom of cricket to allow water to freely flow from roof A onto Roof C. Roofing contractor shall create a "mockup" of this detail on site for review and approval prior to final installation.

5. Furnish and install ten (10) new concrete pavers, to be placed around the new HVAC unit. Field Verify. New pavers shall be **HANOVER Lightweight concrete pavers**: 23.5" W x 23.5" H x 1.25" D, 15 pounds per square foot, diamond finish, and natural color or approved equal. All new and existing pavers shall be set on an additional and individual protection piece of 60-mil EPDM membrane, a slip sheet, installed over the primary roof membrane. Protective membrane shall extend a minimum of 3" out beyond the edge of the new pavers in all directions.

6. Furnish and install new RUBBER TRIANGLE COMPANY fixed rubber supports, or approved equal supports at all existing gas, electrical and conduit lines. Set new rubber support bases on separate and individual .060" EPDM rubber membrane "slip sheets" installed over the primary roof membrane. Slip sheets shall extend beyond the support bases a minimum of 3" in all directions. Roofing Contractor to ensure the new rubber supports diameter are adequately and accurately sized and spaced for the diameter of the pipe it is supporting.

7. Provide and install a new Bilco S-50 aluminum roof hatch and flashings in a location to be determined by the Owner and Consultant. Provide new wood blocking to match adjacent insulation thickness. Secure with roofing screws at 24" on center in two staggered rows. Contractor shall include $10,000 in bid for structural steel to be installed to support the new roof hatch. An addendum will be provided with location, steel requirements, and all necessary information for pricing.

8. Install new SafePro "Roof Hatch Safety Rail & Ladder Extension" safety railing system, or equal on new S-50 aluminum hatch. New railing system shall be complete with integral locking gates and shall be fabricated based upon the dimensions of the roof hatch. Safety railing shall be OSHA compliant and meet or exceed all current OSHA requirements regarding fall protection. Submit safety railing details and drawings to the Roof Consultant for approval.

DUCTWORK & CURB FLASHINGS ON ROOF C:

1. The existing HVAC unit and all ducts in the center of Roof C will be removed under a separate contract. Roofing contractor shall include labor and materials to remove support rails, and built-up flashings and install new EPDM flashings on one existing large roof penetration and two intake penetrations (field verify). Contractor shall also include new flashings on duct support rails, and all other penetrations, as required by the Mechanical Engineering Drawings. Please note that an addendum will be provided with the Mechanical Engineering Drawings showing roof penetration sizes, rail locations, etc. for pricing. Include in the bid to install tapered polyiso crickets on the high sides of all roof penetrations, rails, etc.

2. The following work shall be done on the new duct work that will be installed by others in the center of Roof C. Please note that an addendum will be provided with the Mechanical Engineering Drawings showing ducts sizes, lengths, etc. for pricing.

3. Furnish and install new 2" thick polyisocyanurate insulation at all raised ductwork. Secure with Carlisle HVAC 2" grip-length "Weld-On" fasteners, or approved equal, eight (8) per 4'-0" x

8’-0” board. Install new aluminum sheet-metal corners and tape all seams with aluminum Venture Tape or approved equal.

Foamular 150 Extruded polystyrene insulation “ridge shim,” 1” thick, shall be installed centered at the top of all ductwork, below new polyisocyanurate, to create positive slope. Tightly tape “ridge shim” to duct configurations at 18” on-center. **Ponding water on the top of the ductwork is not acceptable.**

4. Furnish and install new fully-adhered .060” EPDM rubber membrane continuously over new duct insulation. Install complete with required cover-strips, 3” seam tape, inside/outside corners, etc. as per the manufacturer’s standard details in a completely watertight manner. EPDM sheets shall be installed in ‘shingle-fashion’ with all 3” pressure-sensitive tape seams installed on the side of the duct-work.

ALTERNATE #3 AND #4: ROOF COATING AND SAND TO PREVENT SNOW SLIDES

1. **Alternate #3: Roofs A, B, D AND F:** Following a few weeks of weathering, rain, snow, etc., the new fully-adhered EPDM rubber membrane on the steep-slope roofs shall be furnished with a new **Acrymax Technologies, Inc. ARS-2-SP15 two (2) coat elastomeric roof coating system, or approved equal, in strict accordance with the Acrymax’s guideline specifications and warranty requirements.** The coating system shall include a membrane cleaning with **Acrymax PR-101 Wash Primer**, base coat of **Acrymax AF-130BC,** and a final coat of **Acrymax AF-130XT. While the topcoat is still wet, sand aggregate shall thoroughly broad-casted across the entire roof area at a rate of two (2) pounds per 100 square feet to prevent snow loads from cascading downslope. New coating system shall be applied to achieve the manufacturer’s five (5) year material warranty.**

2. **Alternate #4: Roof E:** Following a few weeks of weathering, rain, snow, etc., the new fully-adhered EPDM rubber membrane on the steep-slope roofs shall be furnished with a new **Acrymax Technologies, Inc. ARS-2-SP15 two (2) coat elastomeric roof coating system, or approved equal, in strict accordance with the Acrymax’s guideline specifications and warranty requirements.** The coating system shall include a membrane cleaning with **Acrymax PR-101 Wash Primer**, base coat of **Acrymax AF-130BC,** and a final coat of **Acrymax AF-130XT. While the topcoat is still wet, sand aggregate shall thoroughly broad-casted across the entire roof area at a rate of two (2) pounds per 100 square feet to prevent snow loads from cascading downslope. New coating system shall be applied to achieve the manufacturer’s five (5) year material warranty.**

ROOF WARRANTY

Bidders shall research and follow all of the roofing manufacturer’s current requirements and details, and include all costs required to provide the following: Upon completion of work, and prior to final payment, the owner shall be furnished with the following covering all work performed under this contract:

- EPDM rubber membrane manufacturer's **20-Year, 72-MPH Total System "No-Dollar-Limit" Watertight Warranty**, to include all products used in the roofing system.

- Alternate #2: EPDM rubber membrane manufacturer's **fully-adhered .090" non-reinforced EPDM rubber membrane 30-Year, 72-MPH Total System "No-Dollar-Limit" Watertight Warranty**, to include all products used in the roofing system.

- Alternate #3 and 4: **Acrymax Technologies, Inc. Five (5) Year Material Warranty**

- Roofing Contractor's **Two (2) Year Watertight and Workmanship Warranty covering all Labor and Materials, in a form acceptable to the Owner's Representative and Roof Consultant**

GENERAL NOTES

1. The owner will be responsible for all electrical, mechanical and other utility disconnections and reconnections required to properly install the new roof system. Contractor shall coordinate all disconnections and reconnections with the Owner and the Owner's Representative.

2. If contractor chooses to drive vehicles over lawns and sidewalks, they shall be protected against damage by using plywood, planks, and/or other heavy gauge material, etc. Any damage to the sidewalks, curbs, lawns, plants, etc. shall be restored to original condition at the contractor's expense.

3. Remove and properly dispose of any and all unused items, leaves, debris, dirt, moss, etc. from all surfaces of areas being coated under this contract. Clean roof of debris daily. Check gutters, downspouts and drains and clear of any debris or refuse at the end of each work day.

4. Protection of the occupants inside and outside the building during construction is of utmost importance. Contractor shall meet with the Owner's Representative each morning to show work areas and install warning tape, etc. where required for safety reasons.

END OF SCOPE OF WORK

COOPERTOWN ELEMENTARY SCHOOL PHASE II RE-ROOFING PROJECT
CURB & DUCT REMOVAL PHOTOS
MARK J. SOBECK ROOF CONSULTING, INC.

PHOTO #1
Remove three curbs marked with white arrows completely. Install new gypsum decking with form boards as noted in the scope of work. See Architect's drawings for reference at end of specifications for locations, etc. (field verify).

PHOTO #2 Completely remove and properly dispose of existing units, caps, curbs, flashings, antenna, wires, conduit, copper pipes, etc. down to gypsum deck. Coordinate disconnection with owner's reps, so that wires, conduits, can be terminated properly, etc. Install new USG Securock Gypsum Concrete Patch to fill the opening created by removal of curb, as per NRDCA specifications, typical. Install new roofing as per scope of work.

PHOTO #3
Large HVAC unit and all ducts shown here will be removed and replaced under a separate contract. Roofing contractor shall include time and materials to remove existing roofing materials from the existing two duct penetration curbs to remain, and the base of the large unit curb to remain. Install new EPDM flashing as noted in scope of work (see next photo).

COOPERTOWN ELEMENTARY SCHOOL PHASE II RE-ROOFING PROJECT
CURB & DUCT REMOVAL PHOTOS
MARK J. SOBECK ROOF CONSULTING, INC.

PHOTO #4 View showing the large HVAC unit curb to remain and be re-flashed with new EPDM as noted herein. Curb base will remain the same size and a curb adapter will be installed by others. Roofing Contractor shall flash base of curb with fully adhered EPDM and install .032" mill finish aluminum slip flashing termination at curb adapter. Secure with stainless-steel hex-head rubber washered screws at 12" on center. DO NOT fasten thru laps.

PHOTO #5
The gooseneck vent in the foreground shall be removed as well as all ducts shown here under a separate contract. Gooseneck vent opening shall be filled with all new USG Securock Gypsum Concrete Patch to fill the opening created by removal of all curbs, as per NRDCA specifications, typical. Install new roofing as per scope of work.

PHOTO #6
All new ducts will be installed as part of separate contract. Roofing Contractor shall coordinate all ducts flashing removal / new EPDM installation with Owner's mechanical contractor in order to keep the building completely watertight for the entire project. All new ducts will be covered with new insulation and EPDM flashings, as per the scope of work and per the Engineer's drawings, to be provided in an Addendum.

COOPERTOWN ELEMENTARY SCHOOL PHASE II RE-ROOFING PROJECT
CURB & DUCT REMOVAL PHOTOS
MARK J. SOBECK ROOF CONSULTING, INC.

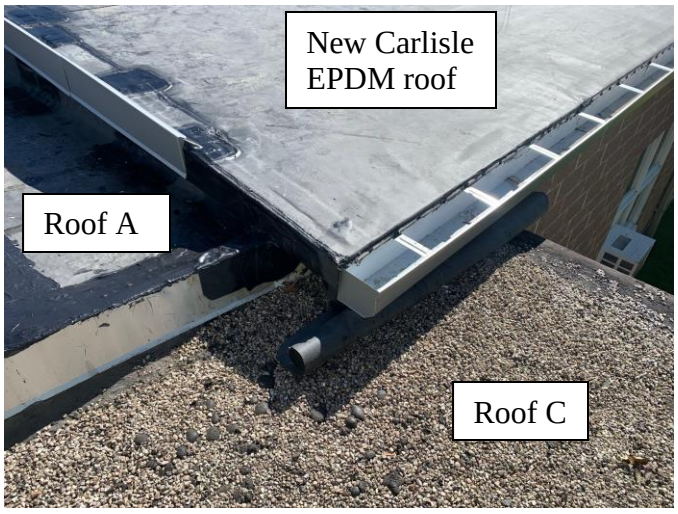


PHOTO #7
At connection between roof A, Roof C and adjacent recently installed Carlisle EPDM roof, perform the following work: Carefully remove existing gravel stop edge for re-installation. Neatly trim and remove approx. 4'-0" of existing aluminum gutter. Install new custom fabricated end cap and pop-rivet in place and seal in a completely watertight manner with gutter seal. Terminate roof per 30 year Carlisle details (field verify).

PHOTO #8 Once gutter is removed, lift existing EPDM to remain and install new 5/8" CDX plywood and 2x wood, as required to box out area shown in red and clad with new EPDM. Splice existing EPDM to remain to new EPDM with 6" seam tape and screws and plates at 6" on center. Overlay splice with 12" cured EPDM coverstrip membrane. Submit Shop drawings approved by manufacturer for proper tie-ins for review and approval.

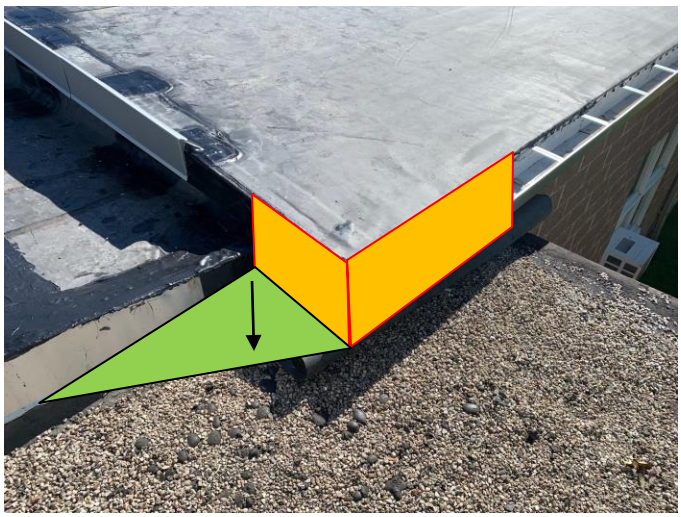
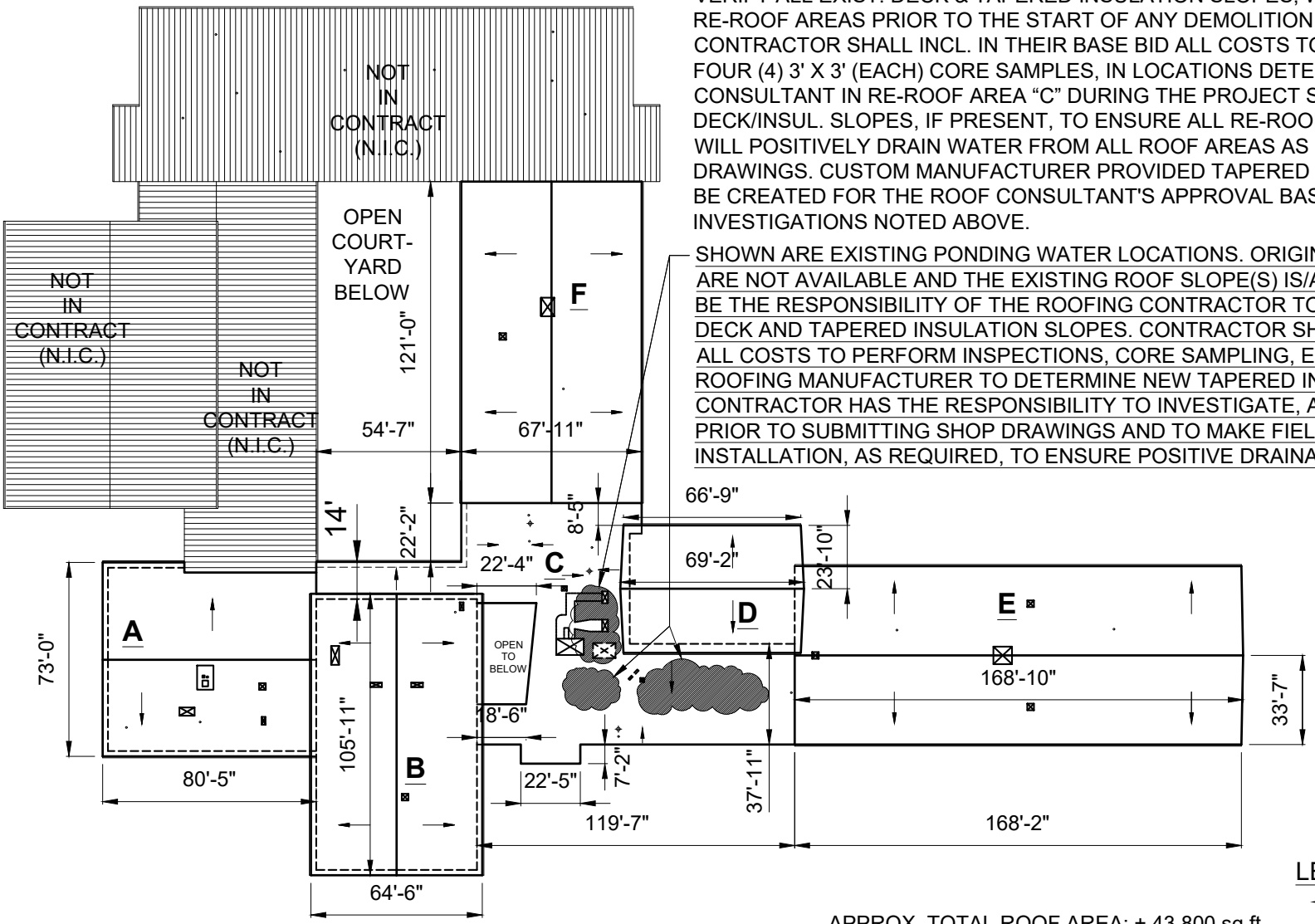


PHOTO #9
Orange area outlined in red indicates area to receive new plywood beneath upper roof and be clad with new EPDM, as noted above. Green area indicates new ½" per foot tapered polyiso cricket to be installed to direct water away from corner. Roofing contractor shall create a "mockup" of this detail on site for review and approval prior to final installation.

SPECIAL NOTE: IT SHALL BE THE RESPONSIBILITY OF THE ROOFING CONTRACTOR TO FIELD VERIFY ALL EXIST. DECK & TAPERED INSULATION SLOPES, WHERE PRESENT, AT ALL RE-ROOF AREAS PRIOR TO THE START OF ANY DEMOLITION WORK BEING PERFORMED. CONTRACTOR SHALL INCL. IN THEIR BASE BID ALL COSTS TO CUT A MINIMUM FOUR (4) 3' X 3' (EACH) CORE SAMPLES, IN LOCATIONS DETERMINED BY THE ROOF CONSULTANT IN RE-ROOF AREA "C" DURING THE PROJECT SUBMITTAL PHASE TO VERIFY DECK/INSUL. SLOPES, IF PRESENT, TO ENSURE ALL RE-ROOF DRAWINGS & SLOPES SHOWN WILL POSITIVELY DRAIN WATER FROM ALL ROOF AREAS AS SHOWN ON THE RE-ROOF DRAWINGS. CUSTOM MANUFACTURER PROVIDED TAPERED INSUL. SHOP DRAWINGS SHALL BE CREATED FOR THE ROOF CONSULTANT'S APPROVAL BASED UPON THE CORE SAMPLE INVESTIGATIONS NOTED ABOVE.

SHOWN ARE EXISTING PONDING WATER LOCATIONS. ORIGINAL STRUCTURAL DRAWINGS ARE NOT AVAILABLE AND THE EXISTING ROOF SLOPE(S) IS/ARE INDISCERNIBLE. IT SHALL BE THE RESPONSIBILITY OF THE ROOFING CONTRACTOR TO FIELD VERIFY ALL EXISTING DECK AND TAPERED INSULATION SLOPES. CONTRACTOR SHALL INCLUDE IN THE BASE BID ALL COSTS TO PERFORM INSPECTIONS, CORE SAMPLING, ETC. WITH LEVELS AND THE ROOFING MANUFACTURER TO DETERMINE NEW TAPERED INSULATION SLOPES. THE CONTRACTOR HAS THE RESPONSIBILITY TO INVESTIGATE, AS MUCH AS NECESSARY, PRIOR TO SUBMITTING SHOP DRAWINGS AND TO MAKE FIELD ADJUSTMENTS DURING INSTALLATION, AS REQUIRED, TO ENSURE POSITIVE DRAINAGE.



MASTER PLAN

SCALE: 1" = 60'-0"

LEGEND

- STRUCTURAL SLOPE
- RTU/CURB
- PIPE PENETRATION
- PITCH POCKET
- A ROOF DESIGNATION

APPROX. TOTAL ROOF AREA: ± 43,800 sq.ft. (Field Verify)

ROOF A: ± 5,760 sq.ft.	ROOF D: ± 3,308 sq.ft.
ROOF B: ± 6,928 sq.ft.	ROOF E: ± 11,476 sq.ft.
ROOF C: ± 7,995 sq.ft.	ROOF F: ± 8,333 sq.ft.

GENERAL NOTES:

1. IT IS THE RESPONSIBILITY OF THE ROOFING CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS, DIMENSIONS AND ROOF PENETRATIONS PRIOR TO BIDDING AND START OF WORK.
2. IT SHALL BE THE RESPONSIBILITY OF THE ROOFING CONTRACTOR TO COORDINATE DE-ENERGIZING, RE-LOCATION, RE-INSTALLATION, AND RE-ENERGIZING ALL ELECTRICAL CONDUITS INSTALLED ABOVE OR IN CLOSE PROXIMITY WITH THE RE-ROOFING WORK NOTED HEREIN. ANY ELECTRICAL WORK, AS NOTED ABOVE, SHALL BE PERFORMED BY OTHERS.

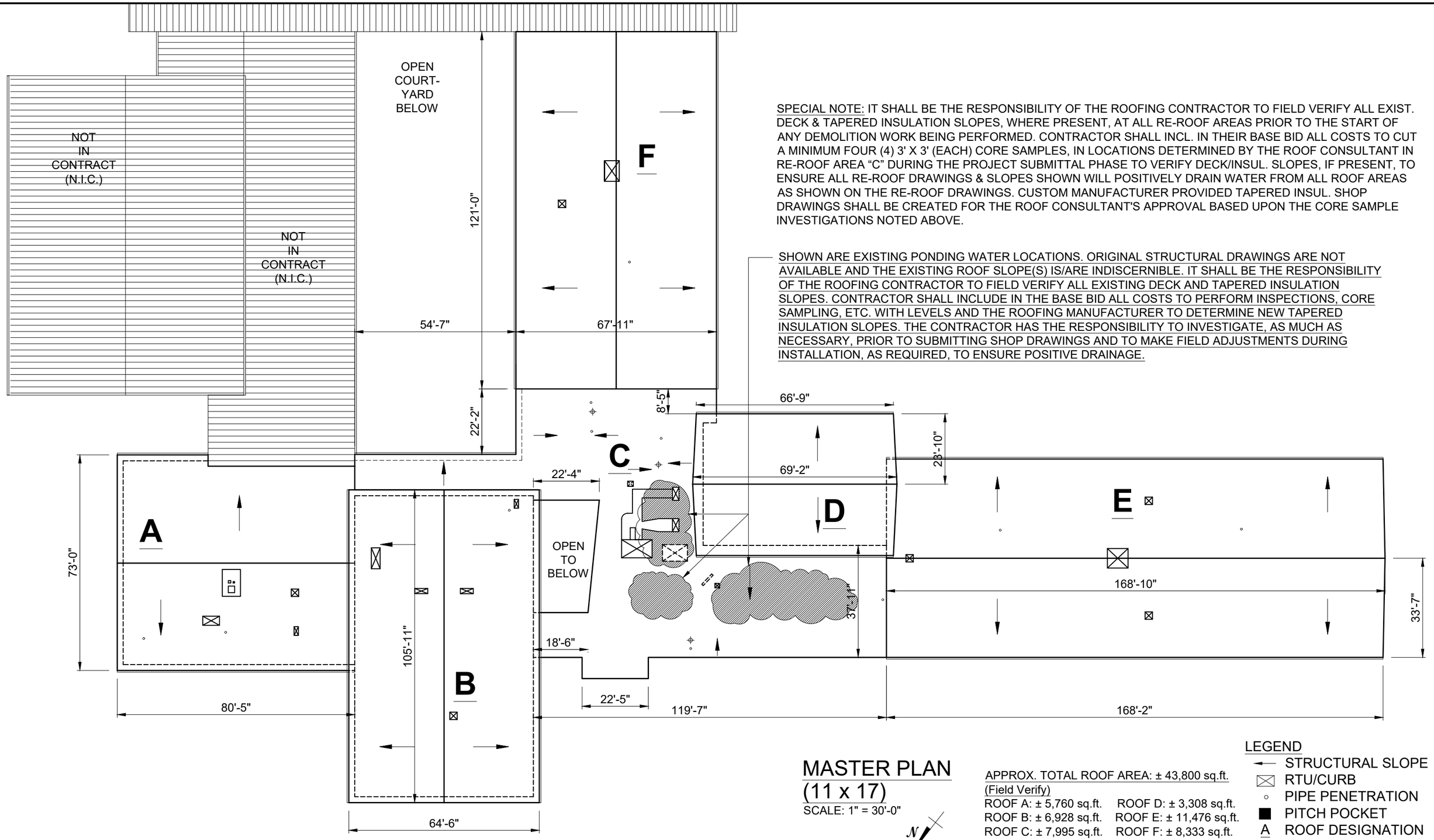
COOPERTOWN ELEMENTARY
800 COOPERTOWN ROAD
BRYN MAWR, PA 19010

EPDM ROOF REPLACEMENT

Mark J. Sobeck Roof Consulting, Inc.
161 Main Street
Suite 300
Luzerne, PA 18709
570-829-5777
www.marksobeck.com

R-1

DATE: 10-7-2022
DRAWN BY: CAJ



SPECIAL NOTE: IT SHALL BE THE RESPONSIBILITY OF THE ROOFING CONTRACTOR TO FIELD VERIFY ALL EXIST. DECK & TAPERED INSULATION SLOPES, WHERE PRESENT, AT ALL RE-ROOF AREAS PRIOR TO THE START OF ANY DEMOLITION WORK BEING PERFORMED. CONTRACTOR SHALL INCL. IN THEIR BASE BID ALL COSTS TO CUT A MINIMUM FOUR (4) 3' X 3' (EACH) CORE SAMPLES, IN LOCATIONS DETERMINED BY THE ROOF CONSULTANT IN RE-ROOF AREA "C" DURING THE PROJECT SUBMITTAL PHASE TO VERIFY DECK/INSUL. SLOPES, IF PRESENT, TO ENSURE ALL RE-ROOF DRAWINGS & SLOPES SHOWN WILL POSITIVELY DRAIN WATER FROM ALL ROOF AREAS AS SHOWN ON THE RE-ROOF DRAWINGS. CUSTOM MANUFACTURER PROVIDED TAPERED INSUL. SHOP DRAWINGS SHALL BE CREATED FOR THE ROOF CONSULTANT'S APPROVAL BASED UPON THE CORE SAMPLE INVESTIGATIONS NOTED ABOVE.

SHOWN ARE EXISTING PONDING WATER LOCATIONS. ORIGINAL STRUCTURAL DRAWINGS ARE NOT AVAILABLE AND THE EXISTING ROOF SLOPE(S) IS/ARE INDISCERNIBLE. IT SHALL BE THE RESPONSIBILITY OF THE ROOFING CONTRACTOR TO FIELD VERIFY ALL EXISTING DECK AND TAPERED INSULATION SLOPES. CONTRACTOR SHALL INCLUDE IN THE BASE BID ALL COSTS TO PERFORM INSPECTIONS, CORE SAMPLING, ETC. WITH LEVELS AND THE ROOFING MANUFACTURER TO DETERMINE NEW TAPERED INSULATION SLOPES. THE CONTRACTOR HAS THE RESPONSIBILITY TO INVESTIGATE, AS MUCH AS NECESSARY, PRIOR TO SUBMITTING SHOP DRAWINGS AND TO MAKE FIELD ADJUSTMENTS DURING INSTALLATION, AS REQUIRED, TO ENSURE POSITIVE DRAINAGE.

MASTER PLAN (11 x 17)

SCALE: 1" = 30'-0"

APPROX. TOTAL ROOF AREA: ± 43,800 sq.ft. (Field Verify)

ROOF A: ± 5,760 sq.ft.	ROOF D: ± 3,308 sq.ft.
ROOF B: ± 6,928 sq.ft.	ROOF E: ± 11,476 sq.ft.
ROOF C: ± 7,995 sq.ft.	ROOF F: ± 8,333 sq.ft.

LEGEND

- STRUCTURAL SLOPE
- RTU/CURB
- PIPE PENETRATION
- PITCH POCKET
- A ROOF DESIGNATION

GENERAL NOTES:

1. IT IS THE RESPONSIBILITY OF THE ROOFING CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS, DIMENSIONS AND ROOF PENETRATIONS PRIOR TO BIDDING AND START OF WORK.
2. IT SHALL BE THE RESPONSIBILITY OF THE ROOFING CONTRACTOR TO COORDINATE DE-ENERGIZING, RE-LOCATION, RE-INSTALLATION, AND RE-ENERGIZING ALL ELECTRICAL CONDUITS INSTALLED ABOVE OR IN CLOSE PROXIMITY WITH THE RE-ROOFING WORK NOTED HEREIN. ANY ELECTRICAL WORK, AS NOTED ABOVE, SHALL BE PERFORMED BY OTHERS.

COOPERTOWN ELEMENTARY
800 COOPERTOWN ROAD
BRYN MAWR, PA 19010

EPDM ROOF REPLACEMENT

Mark J. Sobeck Roof Consulting, Inc.
15 South Franklin Street
Suite 210
Wilkes-Barre, PA 18701
570-829-5777
www.marksobeck.com

R-1

DATE: 10-7-2022
DRAWN BY: CAJ

AT ALL EXISTING LOCATIONS, FURNISH AND INSTALL NEW **7" WIDE .050" KYNAR 500 FINISH SEAMLESS ALUMINUM BOX GUTTERS WITH 3" INTEGRAL FLANGE** AND **NEW .040" KYNAR 500 FINISH ALMINUM 4"x5" CORRUGATED RECTANGULAR DOWNSPOUTS** (FIELD VERIFY). FURNISH WITH EXPANSION GAPS, END CAPS, AND MATCHING ALUMINUM GAP COVERS PER SMACNA GUIDELINES. **DO NOT STRIP-IN FLANGE.** INSTALL NEW ALUMINUM GUTTER HANGERS 24" OVER NEW TERMINATION BAR. **STEEL OR GALVANIZED HANGERS ARE UNACCEPTABLE. DO NOT BUTT SECTIONS TOGETHER.** TYPICAL.

NEW FULLY-ADHERED .060" NON-REINFORCED BLACK EPDM RUBBER MEMBRANE IN CAV-GRIP III ADHESIVE APPLIED CONTINUOUSLY OVER ROOF INSULATION SURFACE IN ACCORDANCE TO THE MANUFACTURER'S CURRENT INSTALLATION INSTRUCTIONS FOR SPECIFIED 72 MPH WARRANTY.

ROOFS A, B, D, E, & F: FURNISH AND INSTALL TWO (2) NEW LAYERS OF 2.6" FLAT "SECURSHIELD" POLYISO INSULATION, TOTALING 5.2" THICK (R-30) (25 PSI COMPRESSIVE STRENGTH - TOP LAYER ONLY) ADHERE ALL LAYERS IN CARLISLE FAST LOW-RISE POLYURETHANE FOAM ADHESIVE RIBBONS IN STRICT ACCORDANCE TO THE MANUFACTURER'S CURRENT INSTALLATION INSTRUCTIONS FOR THE SPECIFIED 72 MPH WARRANTY. INSTALL WITH 6" MIN. STAGGERED JOINTS IN EVERY DIRECTION WITHIN AND BETWEEN BOTH LAYERS, TYPICAL.

FURNISH AND INSTALL $\frac{1}{2}$" PER FOOT TAPERED POLYISO INSULATION CRICKETS ON THE HIGH SIDE OF ALL EXISTING CURBS. FIELD VERIFY. TYPICAL.

CONTRACTOR SHALL INCLUDE ALL COSTS TO RAISE THE EXISTING COUNTER-FLASHING TO ACCOMMODATE NEW INSULATION HEIGHT, INCLUDING BUT NOT LIMITED TO CUTTING & REPAIRING THE EIFS FACADE,

BETWEEN DIFFERENT TAPERED INSULATION LAYOUTS, FURNISH AND INSTALL NEW **NON-PRESSURE TREATED 2"x10" WOOD BLOCKING 'ON-JACK' SUPPORTED BY CONTINUOUS 6"x6" GALVANIZED STEEL ANGLE**. THE ANGLE'S VERTICAL LEG SHALL BE SECURED TO THE WOOD BLOCKING WITH HOT-DIPPED GALVANIZED SCREWS. SECURE HORIZONTAL LEG WITH CARLISLE HD 14-10 MASONRY FASTENERS INTO THE DECK. AT EACH WOOD BLOCKING JOINT, INSTALL TWO (2) HOT-DIPPED GALVANIZED SCREWS AT 45° INTO ADJACENT SECTION FOR ADDITIONAL SECUREMENT.

AT ALL RAKE EDGES, KYNAR 500 FINISH .050" ALUMINUM MANUFACTURED 2-PIECE "SNAP-ON" SECUREDGE 200 ROOF EDGE METAL & FASCIA EXTENDER (COLOR BY OWNER) - INSTALL COMPLETE WITH INTERNAL SPLICE PLATES & GAP $\frac{1}{4}$" FOR EXPANSION. **ANCHOR BAR TYPE & HEM CRIMP TYPE EDGING IS NOT ACCEPTABLE.** EDGE METAL SHALL HAVE ANSI/SPRI ES-1 RATING. FASCIA EXTENDER SHALL COVER ALL EXISTING SHADOW LINES - TYPICAL.

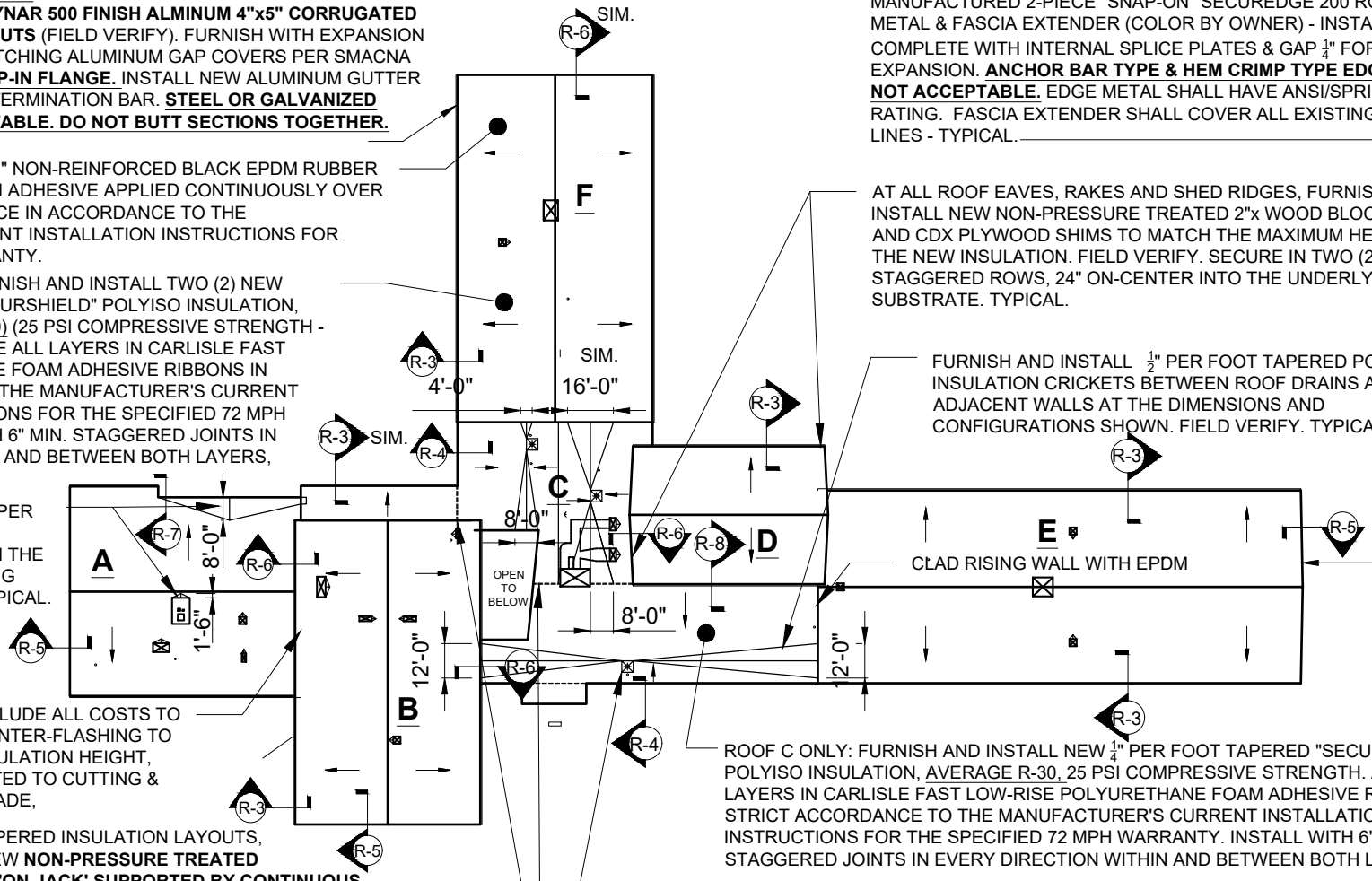
AT ALL ROOF EAVES, RAKES AND SHED RIDGES, FURNISH AND INSTALL NEW NON-PRESSURE TREATED 2"x WOOD BLOCKING AND CDX PLYWOOD SHIMS TO MATCH THE MAXIMUM HEIGHT OF THE NEW INSULATION. FIELD VERIFY. SECURE IN TWO (2) STAGGERED ROWS, 24" ON-CENTER INTO THE UNDERLYING SUBSTRATE. TYPICAL.

FURNISH AND INSTALL $\frac{1}{2}$" PER FOOT TAPERED POLYISO INSULATION CRICKETS BETWEEN ROOF DRAINS AND ADJACENT WALLS AT THE DIMENSIONS AND CONFIGURATIONS SHOWN. FIELD VERIFY. TYPICAL.

CLAD RISING WALL WITH EPDM

ROOF C ONLY: FURNISH AND INSTALL NEW $\frac{1}{4}$" PER FOOT TAPERED "SECURSHIELD" POLYISO INSULATION, AVERAGE R-30, 25 PSI COMPRESSIVE STRENGTH. ADHERE ALL LAYERS IN CARLISLE FAST LOW-RISE POLYURETHANE FOAM ADHESIVE RIBBONS IN STRICT ACCORDANCE TO THE MANUFACTURER'S CURRENT INSTALLATION INSTRUCTIONS FOR THE SPECIFIED 72 MPH WARRANTY. INSTALL WITH 6" MIN. STAGGERED JOINTS IN EVERY DIRECTION WITHIN AND BETWEEN BOTH LAYERS.

FABRICATE AND INSTALL NEW MANUFACTURED "SECURSHIELD" HINGED TARGET SUMPS $\frac{1}{2}$" PER FOOT POLYISO INSULATION 4'-0" x 4'-0" TARGET SUMPS AT ALL DRAINS. TYPICAL. **CONTRACTOR SHALL MODIFY AND RE-CONFIGURE THE SUMPS, INCLUDING ADDING FILL OR SHAVING ALONG THE SUMP PERIMETER TO CREATE A SMOOTH TRANSITION WITH THE FIELD INSULATION & PROVIDE MAXIMUM POSITIVE DRAINAGE. FIELD VERIFY**.



RE-ROOF PLAN

SCALE: 1" = 60'-0"

GENERAL NOTES:

1. IT IS THE RESPONSIBILITY OF THE ROOFING CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS, DIMENSIONS AND ROOF PENETRATIONS PRIOR TO BIDDING AND START OF WORK.
2. IT SHALL BE THE RESPONSIBILITY OF THE ROOFING CONTRACTOR TO COORDINATE DE-ENERGIZING, RE-LOCATION, RE-INSTALLATION, AND RE-ENERGIZING ALL ELECTRICAL CONDUITS INSTALLED ABOVE OR IN CLOSE PROXIMITY WITH THE RE-ROOFING WORK NOTED HEREIN. ANY ELECTRICAL WORK, AS NOTED ABOVE, SHALL BE PERFORMED BY OTHERS.
3. ROOFING CONTRACTOR SHALL INCLUDE ALL COSTS FOR BILCO S-50 ALUMINUM ROOF HATCH, WOOD BLOCKING, EPDM FLASHINGS, & SAFEPRO SAFETY RAILINGS. INLCUDE DECK CUTTING & SUBCONTRACTOR TO INSTALL STRUCTURAL COMPONENTS AS REQUIRED BY THE OWNER'S STRUCTURAL ENGINEER.
4. ROOFING CONTRACTOR SHALL INCLUDE ALL COSTS FOR EPDM FLASHINGS FOR EXISTING LARGE HVAC UNIT, TWO (2) DUCT PENETRATIONS, & RAILS, AS INDICATED ON MECH. DWGS.

COOPERTOWN ELEMENTARY
800 COOPERTOWN ROAD
BRYN MAWR, PA 19010

EPDM ROOF REPLACEMENT

Mark J. Sobeck Roof Consulting, Inc.
161 Main Street
Suite 300
Luzerne, PA 18709
570-829-5777
www.marksobeck.com

R-2

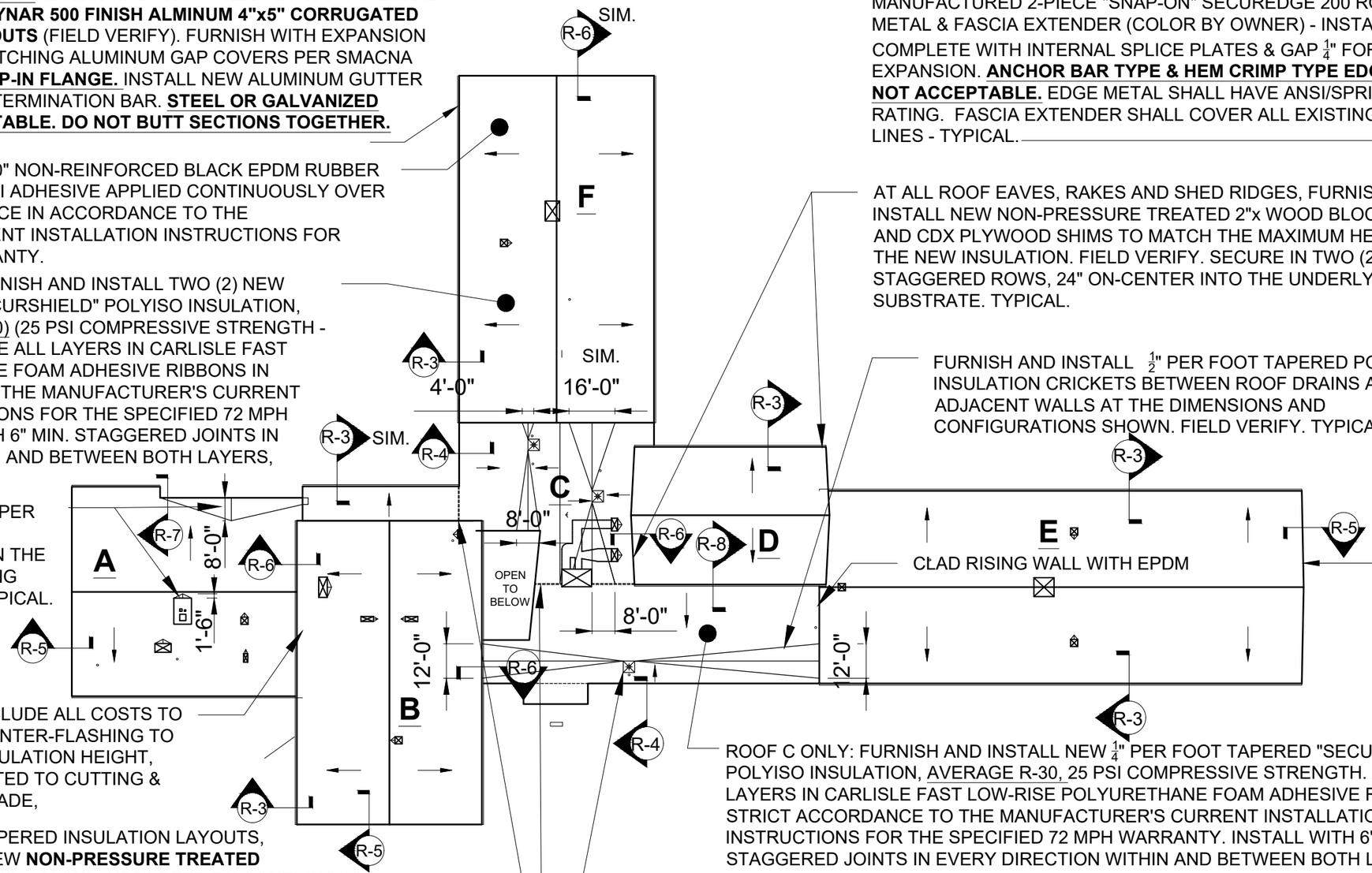
DATE: 10-7-2022
DRAWN BY: CAJ

AT ALL EXISTING LOCATIONS, FURNISH AND INSTALL NEW **7" WIDE .050" KYNAR 500 FINISH SEAMLESS ALUMINUM BOX GUTTERS WITH 3" INTEGRAL FLANGE** AND **NEW .040" KYNAR 500 FINISH ALMINUM 4"x5" CORRUGATED RECTANGULAR DOWNSPOUTS** (FIELD VERIFY). FURNISH WITH EXPANSION GAPS, END CAPS, AND MATCHING ALUMINUM GAP COVERS PER SMACNA GUIDELINES. **DO NOT STRIP-IN FLANGE.** INSTALL NEW ALUMINUM GUTTER HANGERS 24" OVER NEW TERMINATION BAR. **STEEL OR GALVANIZED HANGERS ARE UNACCEPTABLE. DO NOT BUTT SECTIONS TOGETHER.** TYPICAL.

NEW FULLY-ADHERED .060" NON-REINFORCED BLACK EPDM RUBBER MEMBRANE IN CAV-GRIP III ADHESIVE APPLIED CONTINUOUSLY OVER ROOF INSULATION SURFACE IN ACCORDANCE TO THE MANUFACTURER'S CURRENT INSTALLATION INSTRUCTIONS FOR SPECIFIED 72 MPH WARRANTY.

ROOFS A, B, D, E, & F: FURNISH AND INSTALL TWO (2) NEW LAYERS OF 2.6" FLAT "SECURSHIELD" POLYISO INSULATION, TOTALING 5.2" THICK (R-30) (25 PSI COMPRESSIVE STRENGTH - TOP LAYER ONLY) ADHERE ALL LAYERS IN CARLISLE FAST LOW-RISE POLYURETHANE FOAM ADHESIVE RIBBONS IN STRICT ACCORDANCE TO THE MANUFACTURER'S CURRENT INSTALLATION INSTRUCTIONS FOR THE SPECIFIED 72 MPH WARRANTY. INSTALL WITH 6" MIN. STAGGERED JOINTS IN EVERY DIRECTION WITHIN AND BETWEEN BOTH LAYERS, TYPICAL.

FURNISH AND INSTALL $\frac{1}{2}$" PER FOOT TAPERED POLYISO INSULATION CRICKETS ON THE HIGH SIDE OF ALL EXISTING CURBS. FIELD VERIFY. TYPICAL.



AT ALL RAKE EDGES, KYNAR 500 FINISH .050" ALUMINUM MANUFACTURED 2-PIECE "SNAP-ON" SECUREDGE 200 ROOF EDGE METAL & FASCIA EXTENDER (COLOR BY OWNER) - INSTALL COMPLETE WITH INTERNAL SPLICE PLATES & GAP $\frac{1}{4}$" FOR EXPANSION. **ANCHOR BAR TYPE & HEM CRIMP TYPE EDGING IS NOT ACCEPTABLE.** EDGE METAL SHALL HAVE ANSI/SPRI ES-1 RATING. FASCIA EXTENDER SHALL COVER ALL EXISTING SHADOW LINES - TYPICAL.

AT ALL ROOF EAVES, RAKES AND SHED RIDGES, FURNISH AND INSTALL NEW NON-PRESSURE TREATED 2"x WOOD BLOCKING AND CDX PLYWOOD SHIMS TO MATCH THE MAXIMUM HEIGHT OF THE NEW INSULATION. FIELD VERIFY. SECURE IN TWO (2) STAGGERED ROWS, 24" ON-CENTER INTO THE UNDERLYING SUBSTRATE. TYPICAL.

FURNISH AND INSTALL $\frac{1}{2}$" PER FOOT TAPERED POLYISO INSULATION CRICKETS BETWEEN ROOF DRAINS AND ADJACENT WALLS AT THE DIMENSIONS AND CONFIGURATIONS SHOWN. FIELD VERIFY. TYPICAL.

CONTRACTOR SHALL INCLUDE ALL COSTS TO RAISE THE EXISTING COUNTER-FLASHING TO ACCOMMODATE NEW INSULATION HEIGHT, INCLUDING BUT NOT LIMITED TO CUTTING & REPAIRING THE EIFS FACADE,

BETWEEN DIFFERENT TAPERED INSULATION LAYOUTS, FURNISH AND INSTALL NEW **NON-PRESSURE TREATED 2"x10" WOOD BLOCKING 'ON-JACK' SUPPORTED BY CONTINUOUS 6"x6" GALVANIZED STEEL ANGLE**. THE ANGLE'S VERTICAL LEG SHALL BE SECURED TO THE WOOD BLOCKING WITH HOT-DIPPED GALVANIZED SCREWS. SECURE HORIZONTAL LEG WITH CARLISLE HD 14-10 MASONRY FASTENERS INTO THE DECK. AT EACH WOOD BLOCKING JOINT, INSTALL TWO (2) HOT-DIPPED GALVANIZED SCREWS AT 45° INTO ADJACENT SECTION FOR ADDITIONAL SECUREMENT.

ROOF C ONLY: FURNISH AND INSTALL NEW $\frac{1}{4}$" PER FOOT TAPERED "SECURSHIELD" POLYISO INSULATION, AVERAGE R-30, 25 PSI COMPRESSIVE STRENGTH. ADHERE ALL LAYERS IN CARLISLE FAST LOW-RISE POLYURETHANE FOAM ADHESIVE RIBBONS IN STRICT ACCORDANCE TO THE MANUFACTURER'S CURRENT INSTALLATION INSTRUCTIONS FOR THE SPECIFIED 72 MPH WARRANTY. INSTALL WITH 6" MIN. STAGGERED JOINTS IN EVERY DIRECTION WITHIN AND BETWEEN BOTH LAYERS.

FABRICATE AND INSTALL NEW MANUFACTURED "SECURSHIELD" HINGED TARGET SUMPS $\frac{1}{2}$" PER FOOT POLYISO INSULATION 4'-0" x 4'-0" TARGET SUMPS AT ALL DRAINS. TYPICAL. **CONTRACTOR SHALL MODIFY AND RE-CONFIGURE THE SUMPS, INCLUDING ADDING FILL OR SHAVING ALONG THE SUMP PERIMETER TO CREATE A SMOOTH TRANSITION WITH THE FIELD INSULATION & PROVIDE MAXIMUM POSITIVE DRAINAGE. FIELD VERIFY**.

GENERAL NOTES:

1. IT IS THE RESPONSIBILITY OF THE ROOFING CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS, DIMENSIONS AND ROOF PENETRATIONS PRIOR TO BIDDING AND START OF WORK.
2. IT SHALL BE THE RESPONSIBILITY OF THE ROOFING CONTRACTOR TO COORDINATE DE-ENERGIZING, RE-LOCATION, RE-INSTALLATION, AND RE-ENERGIZING ALL ELECTRICAL CONDUITS INSTALLED ABOVE OR IN CLOSE PROXIMITY WITH THE RE-ROOFING WORK NOTED HEREIN. ANY ELECTRICAL WORK, AS NOTED ABOVE, SHALL BE PERFORMED BY OTHERS.
3. ROOFING CONTRACTOR SHALL INCLUDE ALL COSTS FOR BILCO S-50 ALUMINUM ROOF HATCH, WOOD BLOCKING, EPDM FLASHINGS, & SAFEPRO SAFETY RAILINGS. INLCUDE DECK CUTTING & SUBCONTRACTOR TO INSTALL STRUCTURAL COMPONENTS AS REQUIRED BY THE OWNER'S STRUCTURAL ENGINEER.
4. ROOFING CONTRACTOR SHALL INCLUDE ALL COSTS FOR EPDM FLASHINGS FOR EXISTING LARGE HVAC UNIT, TWO (2) DUCT PENETRATIONS, & RAILS, AS INDICATED ON MECH. DWGS.

RE-ROOF PLAN
(11 x 17)

SCALE: 1" = 50'-0"

N

COOPERTOWN ELEMENTARY
800 COOPERTOWN ROAD
BRYN MAWR, PA 19010

EPDM ROOF REPLACEMENT

Mark J. Sobeck Roof Consulting, Inc.
15 South Franklin Street
Suite 210
Wilkes-Barre, PA 18701
570-829-5777
www.marksobeck.com

R-2

DATE: 10-7-2022
DRAWN BY: CAJ

FURNISH AND INSTALL NEW ALUMINUM OR STAINLESS STEEL GUTTER HANGERS AT 24" ON-CENTER OVER TERMINATION BAR. **GALVANIZED AND STEEL HANGERS ARE UNACCEPTABLE.**

FURNISH AND INSTALL NEW .040" KYNAR 500 FINISH ALUMINUM **SEAMLESS** 7" BOX GUTTER WITH 3" INTEGRAL DECK FLANGE. PROVIDE EXPANSION GAPS, COVERS AND END CAPS PER THE GUTTER MANUFACTURER'S RECOMMENDATIONS AND SMACNA GUIDELINES. **DO NOT STRIP-IN FLANGE.**

FURNISH AND INSTALL NEW 040" KYNAR 500 FINISH ALUMINUM FASCIA EXTENDER BEHIND GUTTER. SECURE WITH HOT-DIPPED GALV. NAILS 3" ON-CENTER. **LAP SECTIONS MINIMUM 2". DO NOT FASTEN THROUGH LAPS.** TYPICAL.

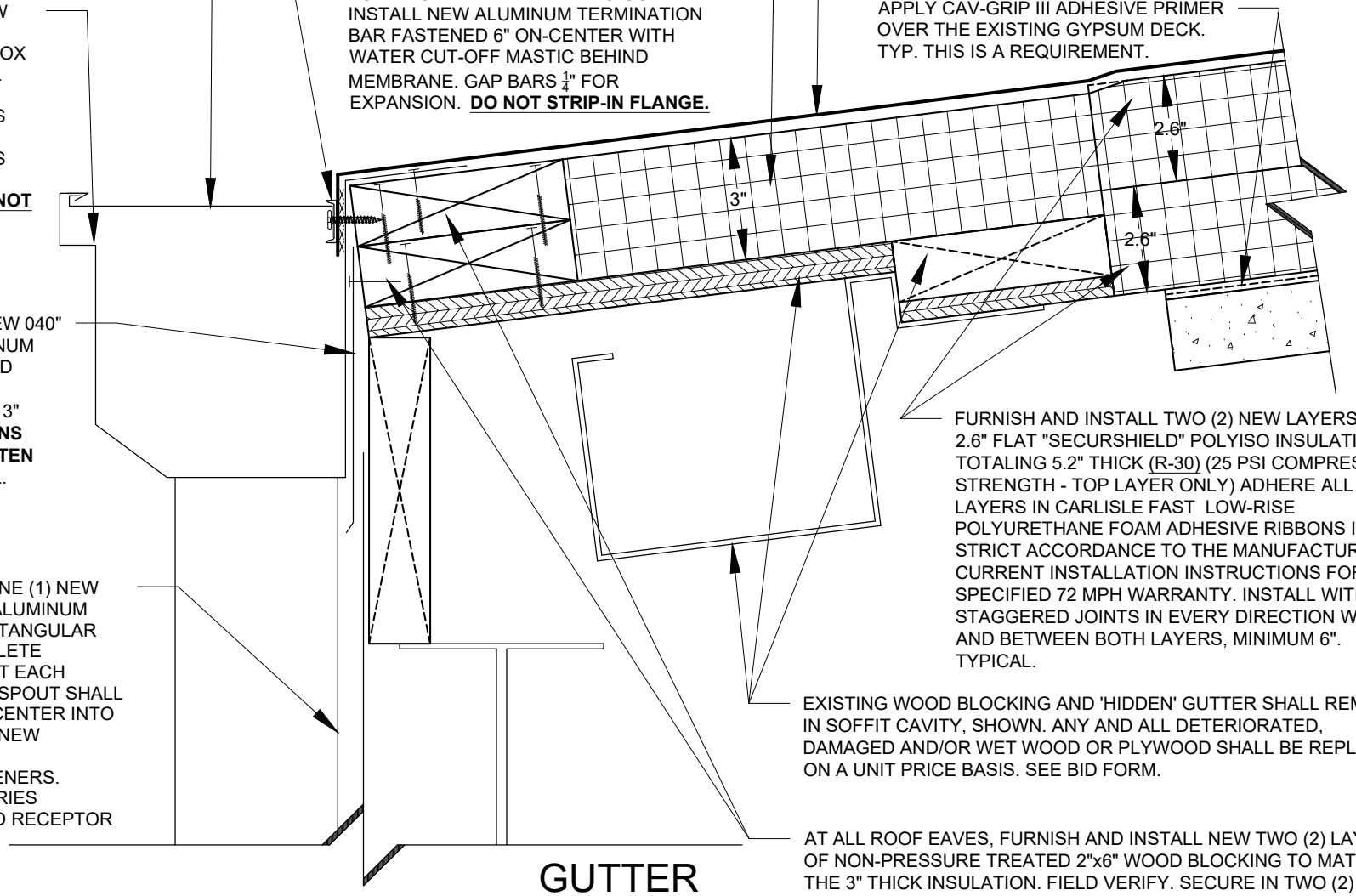
FURNISH AND INSTALL ONE (1) NEW .040" KYNAR 500 FINISH ALUMINUM 4"x5" CORRUGATED RECTANGULAR DOWNSPOUT IN A COMPLETE WATERTIGHT MANNER AT EACH GUTTER LENGTH. DOWNSPOUT SHALL BE FASTENED AT 5" ON-CENTER INTO BUILDING FACADE WITH NEW ALUMINUM STRAPS AND STAINLESS-STEEL FASTENERS. INSTALL WITH ACCESSORIES REQUIRED INTO GROUND RECEPTOR

BEHIND WOOD BLOCKING, FURNISH AND INSTALL ONE (1) LAYER OF 3" THICK SECURSHIELD POLYISOCYANURATE INSULATION TO TRANSITION TO THE 5.2" FIELD INSULATION, AS SHOWN.

TURN DOWN NEW EPDM INTO GUTTER. INSTALL NEW ALUMINUM TERMINATION BAR FASTENED 6" ON-CENTER WITH WATER CUT-OFF MASTIC BEHIND MEMBRANE. GAP BARS $\frac{1}{4}$" FOR EXPANSION. **DO NOT STRIP-IN FLANGE.**

NEW FULLY-ADHERED .060" NON-REINFORCED BLACK EPDM RUBBER MEMBRANE IN CAV-GRIP III AERSOL ADHESIVE APPLIED CONTINUOUSLY OVER ROOF INSULATION SURFACE IN ACCORDANCE TO THE MANUFACTURER'S CURRENT INSTALLATION INSTRUCTIONS FOR SPECIFIED 72 MPH WARRANTY.

APPLY CAV-GRIP III ADHESIVE PRIMER OVER THE EXISTING GYPSUM DECK. TYP. THIS IS A REQUIREMENT.



FURNISH AND INSTALL TWO (2) NEW LAYERS OF 2.6" FLAT "SECURSHIELD" POLYISO INSULATION, TOTALING 5.2" THICK (R-30) (25 PSI COMPRESSIVE STRENGTH - TOP LAYER ONLY) ADHERE ALL LAYERS IN CARLISLE FAST LOW-RISE POLYURETHANE FOAM ADHESIVE RIBBONS IN STRICT ACCORDANCE TO THE MANUFACTURER'S CURRENT INSTALLATION INSTRUCTIONS FOR THE SPECIFIED 72 MPH WARRANTY. INSTALL WITH STAGGERED JOINTS IN EVERY DIRECTION WITHIN AND BETWEEN BOTH LAYERS, MINIMUM 6". TYPICAL.

EXISTING WOOD BLOCKING AND 'HIDDEN' GUTTER SHALL REMAIN IN SOFFIT CAVITY, SHOWN. ANY AND ALL DETERIORATED, DAMAGED AND/OR WET WOOD OR PLYWOOD SHALL BE REPLACED ON A UNIT PRICE BASIS. SEE BID FORM.

AT ALL ROOF EAVES, FURNISH AND INSTALL NEW TWO (2) LAYERS OF NON-PRESSURE TREATED 2"x6" WOOD BLOCKING TO MATCH THE 3" THICK INSULATION. FIELD VERIFY. SECURE IN TWO (2) STAGGERED ROWS, 24" ON-CENTER INTO THE UNDERLYING SUBSTRATE. TYPICAL.

GUTTER DETAIL

SCALE: 3" = 1'-0"

GENERAL NOTES:

1. IT IS THE RESPONSIBILITY OF THE ROOFING CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS, DIMENSIONS AND ROOF PENETRATIONS PRIOR TO BIDDING AND START OF WORK.
2. IT SHALL BE THE RESPONSIBILITY OF THE ROOFING CONTRACTOR TO COORDINATE DE-ENERGIZING, RE-LOCATION, RE-INSTALLATION, AND RE-ENERGIZING ALL ELECTRICAL CONDUITS INSTALLED ABOVE OR IN CLOSE PROXIMITY WITH THE RE-ROOFING WORK NOTED HEREIN. ANY ELECTRICAL WORK, AS NOTED ABOVE, SHALL BE PERFORMED BY OTHERS.

COOPERTOWN ELEMENTARY
800 COOPERTOWN ROAD
BRYN MAWR, PA 19010

EPDM ROOF REPLACEMENT

Mark J. Sobeck Roof Consulting, Inc.
161 Main Street
Suite 300
Luzerne, PA 18709
570-829-5777
www.marksobeck.com

R-3

DATE: 10-7-2022
DRAWN BY: CAJ

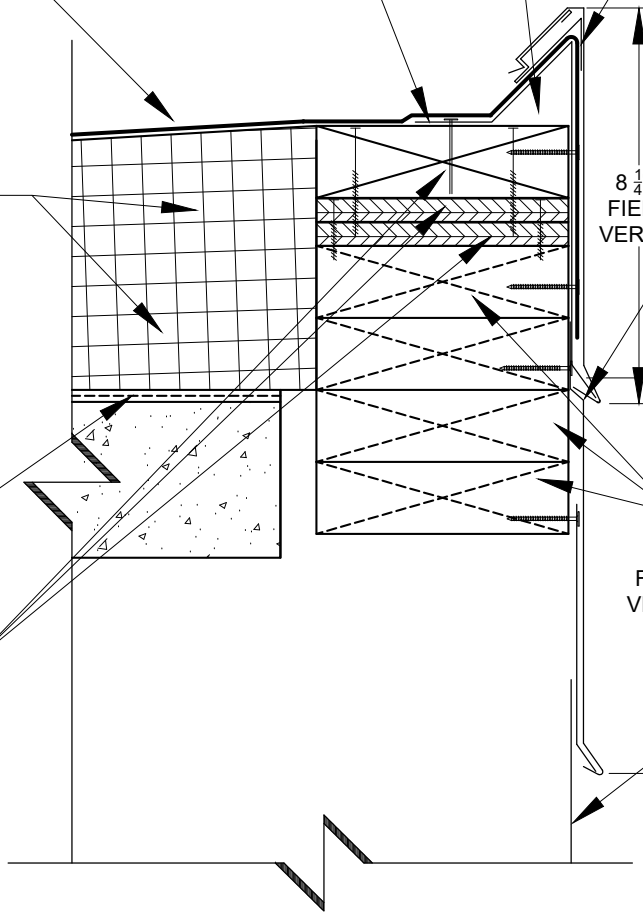
FURNISH AND INSTALL ADDITIONAL 6" WIDE RUSS STRIP IF AND WHERE REQUIRED BY THE MANUFACTURER FOR THE SPECIFIED 20-YEAR, 72 MPH WARRANTY. SECURE WITH 2" DIAMETER SEAM PLATES AND FASTENERS, **6" ON-CENTER.**

FASTEN GALVANIZED CLEAT AS REQUIRED TO RECEIVE ANSI/SPRI ES-1 RATING.

NEW FULLY-ADHERED .060" NON-REINFORCED BLACK EPDM RUBBER MEMBRANE IN CAV-GRIP III AEROSOL ADHESIVE APPLIED CONTINUOUSLY OVER ROOF INSULATION SURFACE IN ACCORDANCE TO THE MANUFACTURER'S CURRENT INSTALLATION INSTRUCTIONS FOR SPECIFIED 72 MPH WARRANTY.

KYNAR 500 FINISH .050" ALUMINUM 2-PIECE "SNAP-ON" SECUREDGE 200 ROOF EDGE (COLOR BY OWNER) - INSTALL COMPLETE WITH INTERNAL SPLICE PLATES & GAP $\frac{1}{4}$" FOR EXPANSION. **ANCHOR BAR TYPE & HEM CRIMP TYPE EDGING IS NOT ACCEPTABLE.** INSTALL AS REQUIRED TO RECEIVE ANSI/SPRI ES-1 RATING. **SHOP FABRICATED EDGING IS NOT ACCEPTABLE.** TYPICAL.

FURNISH AND INSTALL $\frac{1}{4}$" PER FOOT TAPERED "SECURSHIELD" POLYISO INSULATION (AVERAGE R-30) (25 PSI COMPRESSIVE STRENGTH) SECURE BASE LAYER WITH PLATES & FASTENERS AND ADHERE TAP. INSULATION IN CARLISLE FAST LOW-RISE POLYURETHANE FOAM ADHESIVE RIBBONS IN STRICT ACCORDANCE TO THE MANUFACTURER'S CURRENT INSTALLATION INSTRUCTIONS FOR THE SPECIFIED 72 MPH WARRANTY. INSTALL WITH STAGGERED JOINTS IN EVERY DIRECTION WITHIN AND BETWEEN BOTH LAYERS, MINIMUM 6". TYPICAL.



KYNAR 500 FINISH .050" ALUMINUM (COLOR BY OWNER) FASCIA EXTENDER TO COVER ALL EXISTING SHADOW LINES - INSTALL COMPLETE WITH INTERNAL SPLICE PLATES & GAP $\frac{1}{4}$" FOR EXPANSION. INSTALL AS REQUIRED TO RECEIVE ANSI/SPRI ES-1 RATING. **SHOP FABRICATED EDGING IS NOT ACCEPTABLE.** TYPICAL.

APPLY CAV-GRIP III ADHESIVE PRIMER OVER THE EXISTING GYPSUM DECK. TYP. THIS IS A REQUIREMENT.

EXISTING WOOD BLOCKING TO REMAIN. REMOVE AND REPLACE ANY AND ALL DAMAGED, DETERIORATED AND/OR WET WOOD BLOCKING WITH NEW NON-PRESSURE TREATED BLOCKING ON A UNIT PRICE BASIS. SEE BID FORM.

AT ALL ROOF EAVES, FURNISH AND INSTALL NEW LAYERS OF NON-PRESSURE TREATED 2"x6" WOOD BLOCKING AND CDX PLYWOOD SHIMS TO MATCH THE MAXIMUM ROOF INSULATION THICKNESS. FIELD VERIFY. SECURE IN TWO (2) STAGGERED ROWS, 24" ON-CENTER INTO THE UNDERLYING SUBSTRATE. TYPICAL.

EXISTING FASCIA CLADDING TO REMAIN. ROOFING CONTRACTOR SHALL PROTECT FROM DAMAGE DURING THE COURSE OF RE-ROOFING. ANY AND ALL DAMAGES SHALL BE REPAIRED AND/OR REPLACED AT NO COST TO THE OWNER.

GENERAL NOTES:

1. IT IS THE RESPONSIBILITY OF THE ROOFING CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS, DIMENSIONS AND ROOF PENETRATIONS PRIOR TO BIDDING AND START OF WORK.
2. IT SHALL BE THE RESPONSIBILITY OF THE ROOFING CONTRACTOR TO COORDINATE DE-ENERGIZING, RE-LOCATION, RE-INSTALLATION, AND RE-ENERGIZING ALL ELECTRICAL CONDUITS INSTALLED ABOVE OR IN CLOSE PROXIMITY WITH THE RE-ROOFING WORK NOTED HEREIN. ANY ELECTRICAL WORK, AS NOTED ABOVE, SHALL BE PERFORMED BY OTHERS.

GRAVEL STOP EDGE DETAIL

SCALE: 3" = 1'-0"

COOPERTOWN ELEMENTARY
800 COOPERTOWN ROAD
BRYN MAWR, PA 19010

EPDM ROOF REPLACEMENT

Mark J. Sobeck Roof Consulting, Inc.
161 Main Street
Suite 300
Luzerne, PA 18709
570-829-5777
www.marksobeck.com

R-4

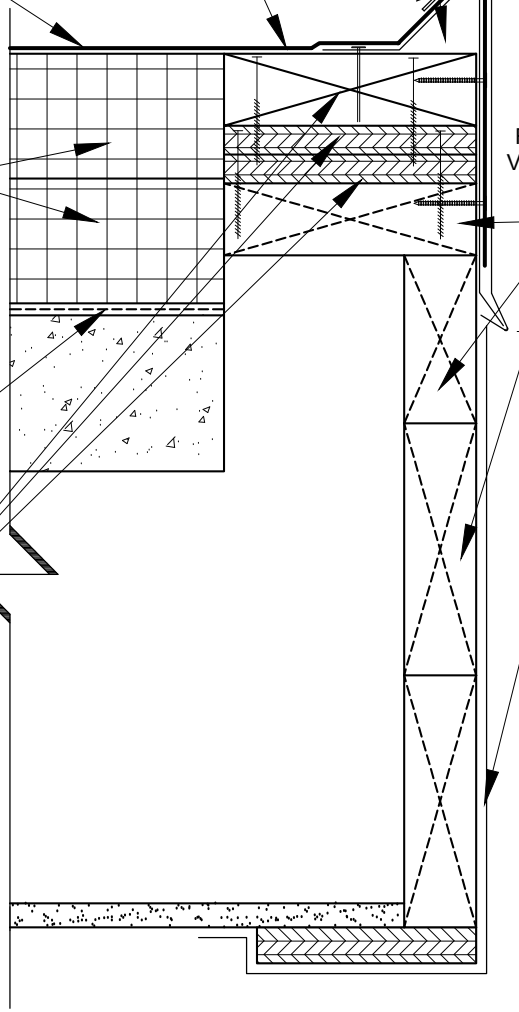
DATE: 10-7-2022
DRAWN BY: CAJ

FURNISH AND INSTALL ADDITIONAL 6" WIDE RUSS STRIP IF AND WHERE REQUIRED BY THE MANUFACTURER FOR THE SPECIFIED 20-YEAR, 72 MPH WARRANTY. SECURE WITH 2" DIAMETER SEAM PLATES AND FASTENERS, **6" ON-CENTER.**

FASTEN GALVANIZED CLEAT AS REQUIRED TO RECEIVE ANSI/SPRIES-1 RATING.

NEW FULLY-ADHERED .060" NON-REINFORCED BLACK EPDM RUBBER MEMBRANE IN CAV-GRIP III AEROSOL ADHESIVE APPLIED CONTINUOUSLY OVER ROOF INSULATION SURFACE IN ACCORDANCE TO THE MANUFACTURER'S CURRENT INSTALLATION INSTRUCTIONS FOR SPECIFIED 72 MPH WARRANTY.

KYNAR 500 FINISH .050" ALUMINUM 2-PIECE "SNAP-ON" SECUREDGE 200 ROOF EDGE (COLOR BY OWNER) - INSTALL COMPLETE WITH INTERNAL SPLICE PLATES & GAP $\frac{1}{4}$" FOR EXPANSION. **ANCHOR BAR TYPE & HEM CRIMP TYPE EDGING IS NOT ACCEPTABLE.** INSTALL AS REQUIRED TO RECEIVE ANSI/SPRI ES-1 RATING. **SHOP FABRICATED EDGING IS NOT ACCEPTABLE.** TYPICAL.



FURNISH AND INSTALL TWO (2) NEW LAYERS OF 2.6" FLAT "SECURSHIELD" POLYISO INSULATION, TOTALING 5.2" THICK (R-30) (25 PSI COMPRESSIVE STRENGTH - TOP LAYER ONLY) ADHERE ALL LAYERS IN CARLISLE FAST LOW-RISE POLYURETHANE FOAM ADHESIVE RIBBONS IN STRICT ACCORDANCE TO THE MANUFACTURER'S CURRENT INSTALLATION INSTRUCTIONS FOR THE SPECIFIED 72 MPH WARRANTY. INSTALL WITH STAGGERED JOINTS IN EVERY DIRECTION WITHIN AND BETWEEN BOTH LAYERS, MINIMUM 6". TYPICAL.

EXISTING WOOD BLOCKING TO REMAIN. REMOVE AND REPLACE ANY AND ALL DAMAGED, DETERIORATED AND/OR WET WOOD BLOCKING WITH NEW NON-PRESSURE TREATED BLOCKING ON A UNIT PRICE BASIS. SEE BID FORM.

APPLY CAV-GRIP III ADHESIVE PRIMER OVER THE EXISTING GYPSUM DECK. TYP. THIS IS A REQUIREMENT.

EXISTING FASCIA CLADDING TO REMAIN. ROOFING CONTRACTOR SHALL PROTECT FROM DAMAGE DURING THE COURSE OF RE-ROOFING. ANY AND ALL DAMAGES SHALL BE REPAIRED AND/OR REPLACED AT NO COST TO THE OWNER.

AT ALL ROOF EAVES, FURNISH AND INSTALL NEW LAYERS OF NON-PRESSURE TREATED 2"x6" WOOD BLOCKING AND CDX PLYWOOD SHIMS TO MATCH THE MAXIMUM ROOF INSULATION THICKNESS. FIELD VERIFY. SECURE IN TWO (2) STAGGERED ROWS, 24" ON-CENTER INTO THE UNDERLYING SUBSTRATE. TYPICAL.

RAKE EDGE DETAIL

SCALE: 3" = 1'-0"

GENERAL NOTES:

1. IT IS THE RESPONSIBILITY OF THE ROOFING CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS, DIMENSIONS AND ROOF PENETRATIONS PRIOR TO BIDDING AND START OF WORK.
2. IT SHALL BE THE RESPONSIBILITY OF THE ROOFING CONTRACTOR TO COORDINATE DE-ENERGIZING, RE-LOCATION, RE-INSTALLATION, AND RE-ENERGIZING ALL ELECTRICAL CONDUITS INSTALLED ABOVE OR IN CLOSE PROXIMITY WITH THE RE-ROOFING WORK NOTED HEREIN. ANY ELECTRICAL WORK, AS NOTED ABOVE, SHALL BE PERFORMED BY OTHERS.

COOPERTOWN ELEMENTARY
800 COOPERTOWN ROAD
BRYN MAWR, PA 19010

EPDM ROOF REPLACEMENT

Mark J. Sobeck Roof Consulting, Inc.
161 Main Street
Suite 300
Luzerne, PA 18709
570-829-5777
www.marksobeck.com

R-5

DATE: 10-7-2022
DRAWN BY: CAJ

CAREFULLY AND NEATLY SAW-CUT NEW REGLET INTO STONE FACE RISING WALL, MINIMUM 1" DEEP, APPROXIMATELY 8" ABOVE THE MAXIMUM THICKNESS OF THE NEW TAPERED INSULATION SYSTEM. FIELD VERIFY.

FURNISH AND INSTALL NEW .018" STAINLESS-STEEL ONE-PIECE COUNTER-FLASHING WITH DOVETAIL. SECURE IN REGELT WITH LEAD-WEDGE 12" ON-CENTER. **LAP SECTIONS MINIMUM 2". DO NOT FASTEN THROUGH LAPS.**

APPLY A CONTINUOUS BED OF WATER CUT-OFF MASTIC BEHIND THE MEMBRANE AT THE TERMINATION BAR LOCATION AT RATE OF 10 LINEAL FEET PER TUBE. INSTALL NEW ALUMINUM TERM BAR AND FASTEN 6" ON-CENTER INTO THE MASONRY WALL. APPLY A CONTINUOUS BEAD OF LAP SEALANT ALONG THE TOP EDGE IN A COMPLETE WATERTIGHT MANNER. GAP BARS $\frac{1}{4}$" FOR EXPANSION.

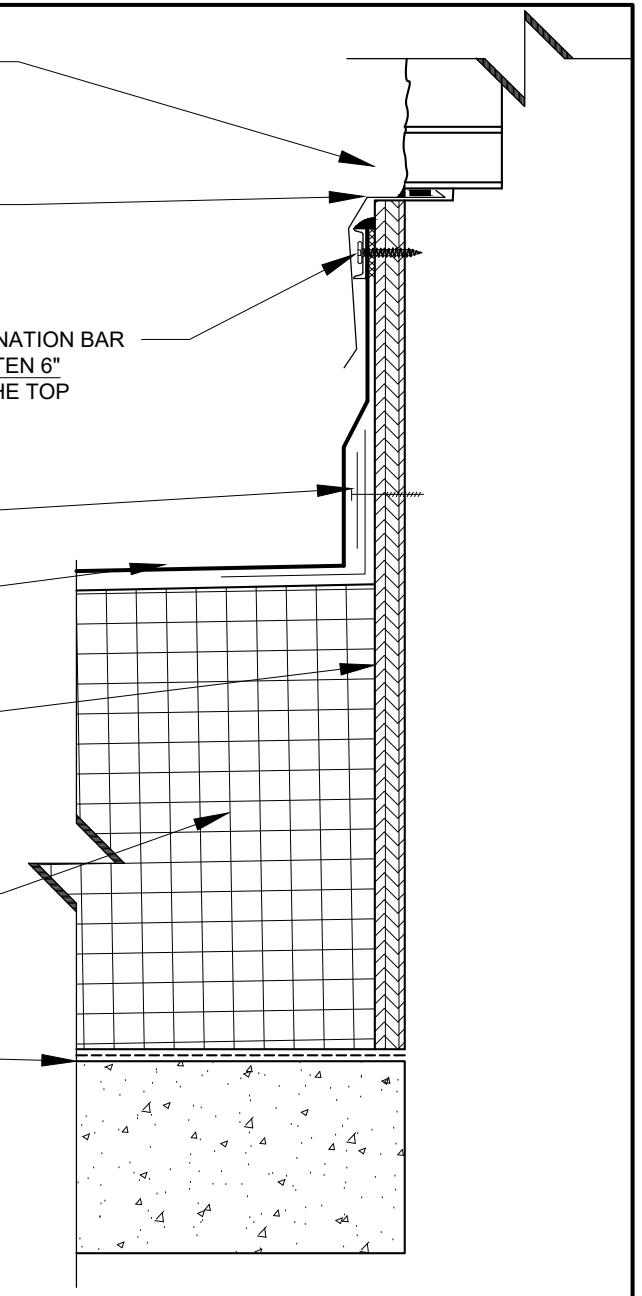
FURNISH AND INSTALL ADDITIONAL 6" WIDE RUSS STRIP IF AND WHERE REQUIRED BY THE MANUFACTURER FOR THE SPECIFIED 20-YEAR, 72 MPH WARRANTY. SECURE WITH 2" DIAMETER SEAM PLATES AND FASTENERS, **6" ON-CENTER.**

NEW FULLY-ADHERED .060" NON-REINFORCED BLACK EPDM RUBBER MEMBRANE IN CAV-GRIP III AEROSOL ADHESIVE APPLIED CONTINUOUSLY OVER ROOF INSULATION SURFACE IN ACCORDANCE TO THE MANUFACTURER'S CURRENT INSTALLATION INSTRUCTIONS FOR SPECIFIED 72 MPH WARRANTY.

FURNISH & INSTALL NEW 5/8" CDX PLYWOOD CONTINUOUSLY AT THE BASE OF WALL AS SHOWN.

FURNISH AND INSTALL $\frac{1}{4}$" PER FOOT TAPERED "SECURSHIELD" POLYISO INSULATION (AVERAGE R-30) (25 PSI COMPRESSIVE STRENGTH) MECHANICALLY-FASTEN BASE LAYER WITH PLATES & FASTENERS AND ADHERE TOP LAYERS IN CARLISLE FAST LOW-RISE POLYURETHANE FOAM ADHESIVE RIBBONS IN STRICT ACCORDANCE TO THE MANUFACTURER'S CURRENT INSTALLATION INSTRUCTIONS FOR THE SPECIFIED 72 MPH WARRANTY. INSTALL WITH STAGGERED JOINTS IN EVERY DIRECTION WITHIN AND BETWEEN BOTH LAYERS, MINIMUM 6". TYPICAL.

APPLY CAV-GRIP III ADHESIVE PRIMER OVER THE EXISTING GYPSUM DECK. TYP. THIS IS A REQUIREMENT.



BASE OF WALL DETAIL

SCALE: 3" = 1'-0"

GENERAL NOTES:

1. IT IS THE RESPONSIBILITY OF THE ROOFING CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS, DIMENSIONS AND ROOF PENETRATIONS PRIOR TO BIDDING AND START OF WORK.
2. IT SHALL BE THE RESPONSIBILITY OF THE ROOFING CONTRACTOR TO COORDINATE DE-ENERGIZING, RE-LOCATION, RE-INSTALLATION, AND RE-ENERGIZING ALL ELECTRICAL CONDUITS INSTALLED ABOVE OR IN CLOSE PROXIMITY WITH THE RE-ROOFING WORK NOTED HEREIN. ANY ELECTRICAL WORK, AS NOTED ABOVE, SHALL BE PERFORMED BY OTHERS.

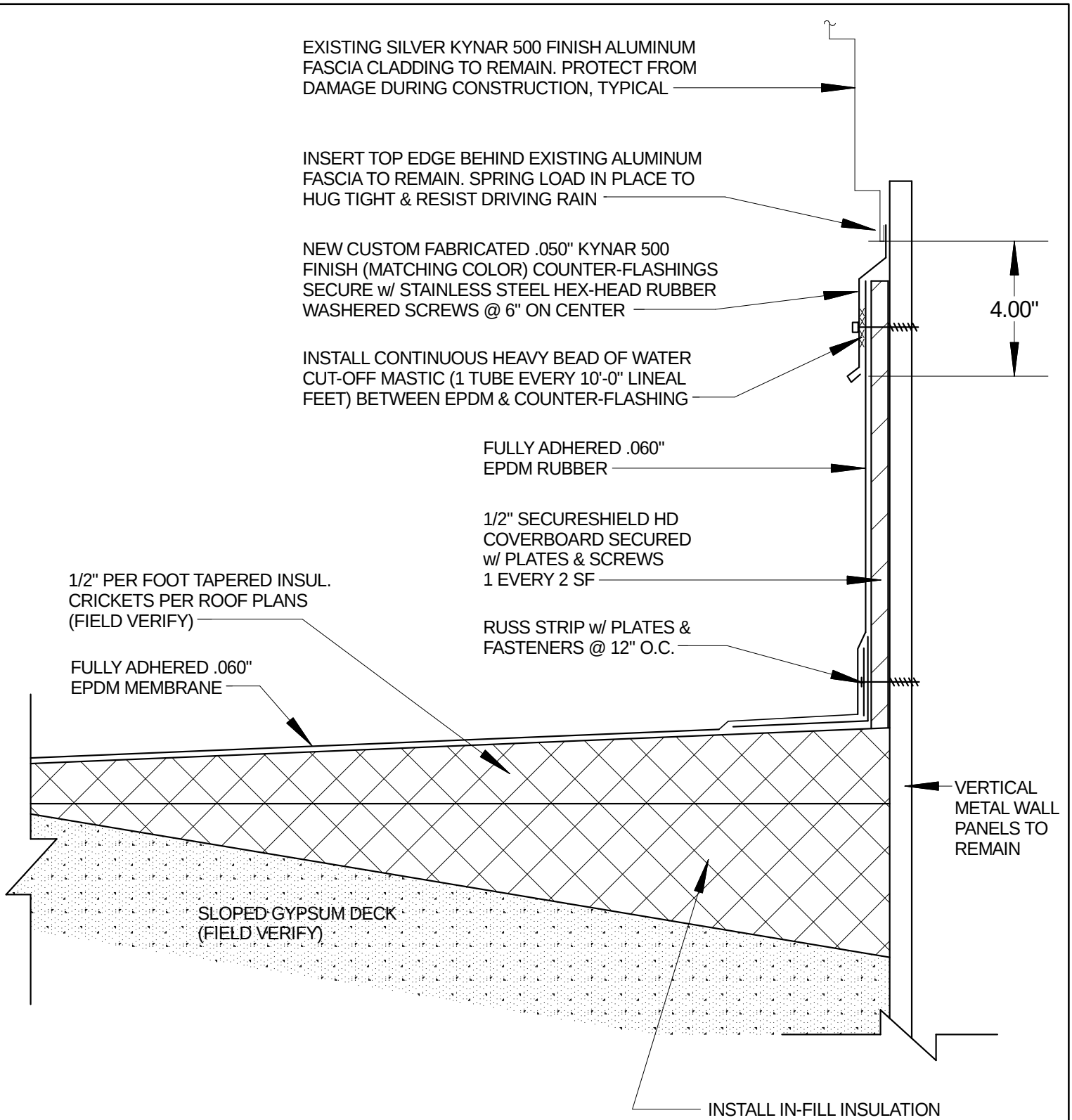
COOPERTOWN ELEMENTARY
800 COOPERTOWN ROAD
BRYN MAWR, PA 19010

EPDM ROOF REPLACEMENT

Mark J. Sobeck Roof Consulting, Inc.
161 Main Street
Suite 300
Luzerne, PA 18709
570-829-5777
www.marksobeck.com

R-6

DATE: 10-7-2022
DRAWN BY: CAJ



ROOF "A" BASE OF RISING WALL COUNTER-FLASHING DETAIL

SCALE: 3"=1'-0"

NOTES:
1. IT IS THE RESPONISIBILITY OF THE ROOFING CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS, DIMENSIONS & PENETRATIONS PRIOR TO BIDDING & START OF WORK.
2. THIS DETAIL IS THE MINIMUM STANDARD. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FROM THE MANUFACTURER AS REQUIRED TO RECIEVE THE SPECIFIED WARRANTY AND INCLUDE ALL COST ASSOCIATED.

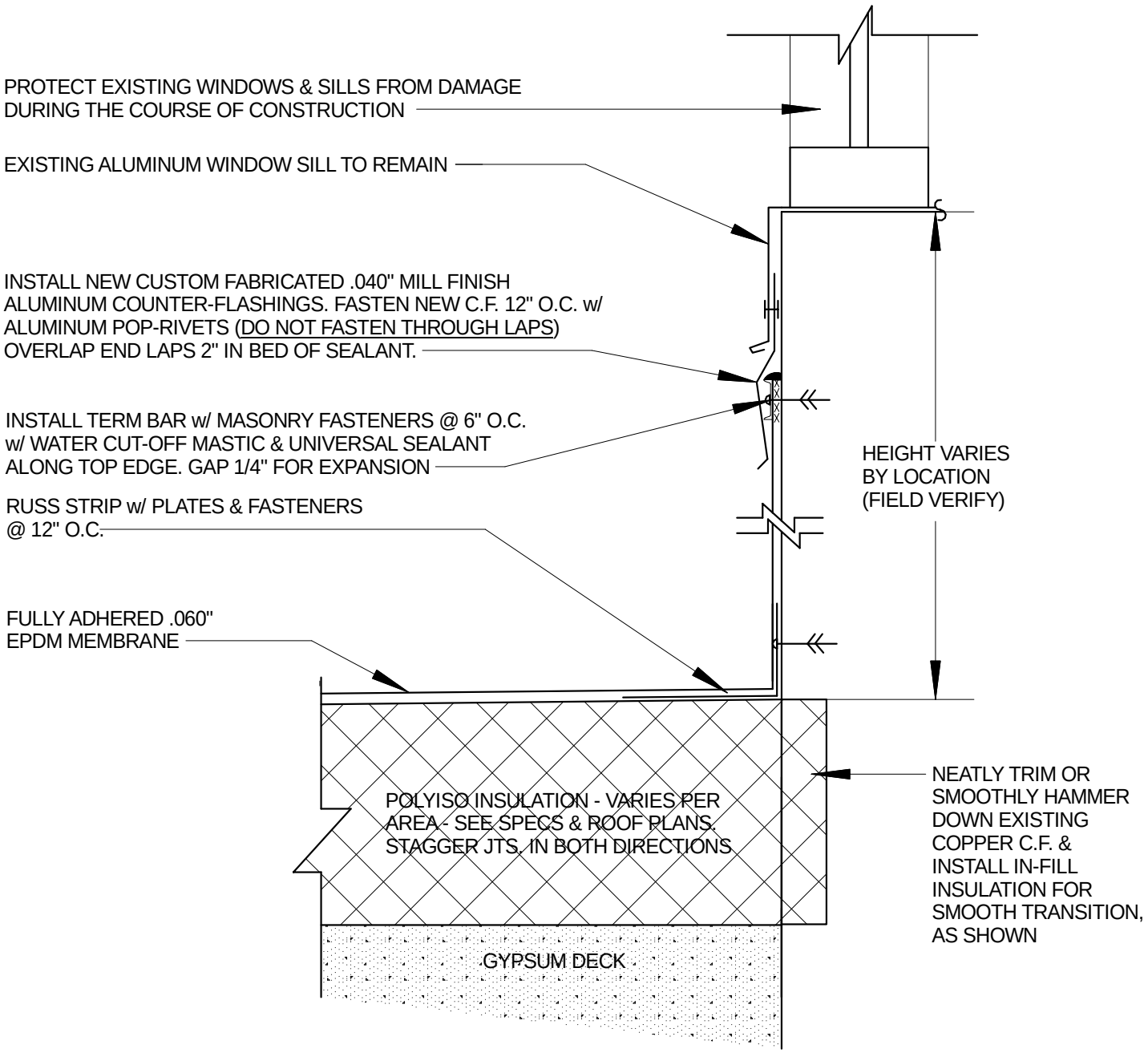
COOPERTOWN ELEMANTARY
800 COOPERTOWN ROAD
BRYN MAWR, PA 19010

EPDM ROOF REPLACEMENT

Mark J. Sobeck Roof Consulting, Inc.
161 Main St.
Suite 300
Luzerne, PA 18709
570-829-5777
www.marksobeck.com

R-7

DATE: 10-7-22
DRAWN BY: BFC



BASE OF WINDOW WALL COUNTER-FLASHING DETAIL

SCALE: 3"=1'-0"

NOTES:
1. IT IS THE RESPONISIBILITY OF THE ROOFING CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS, DIMENSIONS & PENETRATIONS PRIOR TO BIDDING & START OF WORK.
2. THIS DETAIL IS THE MINIMUM STANDARD. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FROM THE MANUFACTURER AS REQUIRED TO RECIEVE THE SPECIFIED WARRANTY AND INCLUDE ALL COST ASSOCIATED.

COOPERTOWN ELEMANTARY
800 COOPERTOWN ROAD
BRYN MAWR, PA 19010

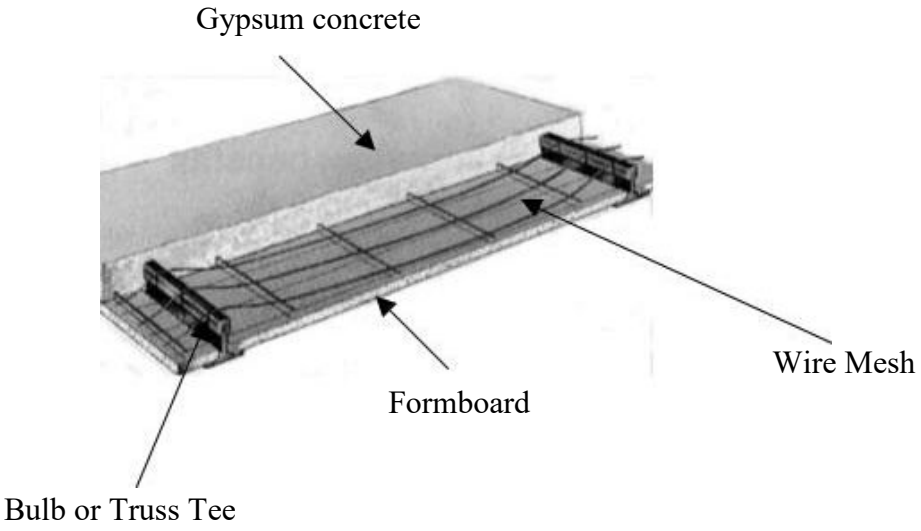
EPDM ROOF REPLACEMENT

Mark J. Sobeck Roof Consulting, Inc.
161 Main St.
Suite 300
Luzerne, PA 18709
570-829-5777
www.marksobeck.com

R-8

DATE: 10-7-22
DRAWN BY: BFC

"Gypsum Roof Deck Repair/Replacement Procedures"*



History

Gypsum cast over formboards and structurally supported by bulb tees or truss tees was introduced as a roof deck substrate in the 1940's. This system provides fire resistance, seismic and wind load diaphragm values, in addition to an economical roofing membrane substrate.

Formboards used with gypsum roof decks included, fiberglass formboards, mineral fiber formboards, and asbestos panel formboards. TAKE PROPER SAFTEY PRECAUTIONS WHEN REMOVING OR WORKING WITH ASBESTOS PANEL FORMBOARDS.

Gypsum decks incorporated the placement of bulb tees generally spaced 24 to 32 inches on center, a formboard, galvanized wire mesh, and fast setting poured gypsum.

The bulb tees provided structural support for the formboards. The formboards provide acoustical values for the system and support for the poured gypsum. The galvanized wire mesh provides reinforcement for the system to resist both downward loads and diaphragm loads. The gypsum provided fire protection properties and a surface for attachment of roofing materials. Critical to performance of the gypsum system is maintaining integrity of the wire mesh.

*This Document provides best practices available to the industry, however a licensed structural engineer must review and approve of any modifications to an existing gypsum roof deck system.

Copyright 2003 By National Roof Deck Association All Rights Reserved

Without wire mesh the system has little to no load support for imposed loads due to snow, water, workmen installing roofing, and maintenance workers.

Replacement

Re-roofing many of the gypsum systems is now occurring. Therefore, owners and roofers are now being introduced to this system. Determining the correct action that is required during the re-roofing process is a new learning process for many.

CAUTION: The existing roofing membrane provides an element of support and safety for workers on a badly deteriorated gypsum deck. After removing the roofing membrane, the added safety provided by the membrane is lost and workmen become exposed to the increased hazard of falling through the roof. COMPLY WITH ALL OSHA SAFETY REQUIREMENTS.

The first step is to determine the sections requiring replacement. Conduct a moisture survey to determine high levels of moisture. Survey the deck underside for sagging formboard and areas of moisture staining and wetness. These are areas where the wire mesh may have rusted, no longer providing adequate load support. Look for areas of structural damage such as broken formboards or excessively cracked gypsum concrete. Based on the survey results, mark off the top surface of the roofing membrane to denote possible areas of concern.

When removing the roofing in the marked areas, install minimum 3/4 inch thickness plywood over the marked areas. Each 4’ x 8’ plywood sheet must span over three bulb tees to provide a safe walking surface.

Starting with the wettest gypsum area, remove the top surface of gypsum to expose the wire mesh. Wires of mesh rusted through are cause for panel replacement. Continue removing the gypsum top surface in all directions down to the wire mesh until wire mesh that has not rusted through is found. Replace all formboard panels inside the rusted sections.

Replacement Procedures

Carefully take the following steps to replace a gypsum deck area.

Remove the existing gypsum fill from inside one complete formboard panel. Cut the wire mesh and remove both the wire mesh and formboard. LEAVE AT LEAST A THREE INCH LENGTH OF WIRE MESH NEXT TO THE BULB TEES. This length of wire is required to tie in the new wire mesh after reinstalling the new formboard.

Replace existing formboards with new ½” DensGlass sheathing. Install galvanized cross tees at the end of formboards that do not fall on joists for support.

Tie new Keydeck style # 2160-2-1619 galvanized wire mesh into the existing three inch wire mesh at each bulb tee. DO NOT LEAVE OUT THE WIRE MESH. Wire mesh provides

Copyright 2003 By National Roof Deck Association All Rights Reserved

structural reinforcement for the new panel and the adjacent panels. Without the wire mesh, a worker could fall through the adjacent panel.

Mix 1-50 pound bag of United States Gypsum manufactured SECUROCK gypsum-concrete patch, with 5 to 5.6 gallons of potable water. Install the formboards. Install the gypsum slurry on all flanges of bulb tees and cross tees. Add a 2 inch wide line of gypsum across the diagonals of each formboard. The gypsum should set in approximately 30-60 minutes.

After the slurry and diagonal pattern of gypsum has set, mix a new bag of SECUROCK with water as described above. SLOWLY pour the wet mix of gypsum onto the new formboard and screed off to the desired thickness. Always maintain a minimum gypsum thickness of 2 inches above the formboard.

New roofing operations may begin as soon as the gypsum has set. Attach the base sheet to the gypsum with fasteners designed for this application. Contact fastener suppliers listed in the NRDCA website at www.nrdca.org for further information.

Need Help?

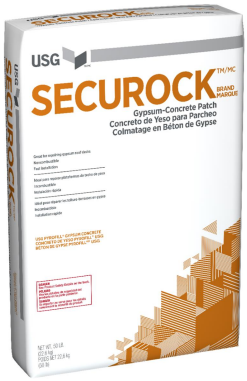
Many NRDCA contractor members provide gypsum roof deck replacement services. Please search the NRDCA web site at www.nrdca.org for contact information.

*This Document provides best practices available to the industry, however a licensed structural engineer must review and approve of any modifications to an existing gypsum roof deck system.

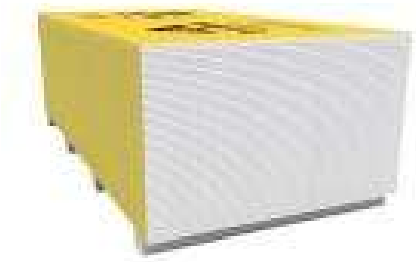
Copyright 2003 By National Roof Deck Association All Rights Reserved

Picture Story of Gypsum Roof Deck Repair Sequence

Materials Required



1. Bags of Securock



2.DensGlass

3. Galvanized Wire Mesh

Removing Deteriorated Gypsum Deck

4. Deteriorated Gypsum Deck

5. Cutting Section from Deck

6. Removing Cut Section

7. Section of Deck Removed Back to Structural Elements

Installation of New Gypsum Deck

8. Installing New Form Board in Repair Area

9. Complete Installation of New Form Board

10. Installation of Ties to Connect Old Wire Mesh to New Wire Mesh Around Perimeter of Repair Area

11. Completed Installation of New Wire Mesh

Installation of New Gypsum Concrete

12. Installing New Gypsum Concrete and Smoothing Surface

Installation of New Roofing Base Sheet

13. Rolling Out New Base Sheet

14. Fastening New Base Sheet to Gypsum Concrete After Concrete Is Set

Photos Courtesy of:
Atlantic and Caribbean Roof Consulting, LLC
5401 NW 102 Avenue Suite 104
Sunrise, FL 33351

EMSL Analytical, Inc.

5221 Militia Hill Road Plymouth Meeting, PA 19462

Tel/Fax: (610) 828-3102 / (610) 828-3122

http://www.EMSL.com / plymouthmeetinglab@emsl.com

EMSL Order:	182104103
Customer ID:	ECSPA30
Customer PO:	
Project ID:	

Attention:	Barb Lippmann	**Phone:**	(610) 587-6016
	Environmental Control Systems	**Fax:**	(610) 328-9819
	950 Sussex Blvd.	**Received Date:**	10/28/2021 11:42 AM
	Broomall, PA 19008	**Analysis Date:**	11/01/2021
		Collected Date:	10/28/2021
Project:	COOPERTOWN ES		

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
102821-01-Flashing *182104103-0001*	EAST FLASHING CAULK	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
102821-01-Caulk *182104103-0001A*	EAST FLASHING CAULK	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
102821-02-Roofing *182104103-0002*	SOUTH ROOF SECTION	Black Fibrous Homogeneous	7% Cellulose 45% Glass	48% Non-fibrous (Other)	None Detected
102821-02-Insulation *182104103-0002A*	SOUTH ROOF SECTION	Brown Fibrous Homogeneous	85% Cellulose	15% Non-fibrous (Other)	None Detected
102821-02-Insulation *182104103-0002B*	SOUTH ROOF SECTION	White Fibrous Heterogeneous	5% Cellulose 4% Glass	91% Non-fibrous (Other)	None Detected
102821-03-Roofing *182104103-0003*	NORTH ROOF SECTION	Black Fibrous Homogeneous	12% Cellulose 40% Glass	48% Non-fibrous (Other)	None Detected
102821-03-Insulation *182104103-0003A*	NORTH ROOF SECTION	Brown Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected
102821-03-Insulation *182104103-0003B*	NORTH ROOF SECTION	White/Black Fibrous Homogeneous	5% Cellulose 5% Glass	90% Non-fibrous (Other)	None Detected

Analyst(s)

Colin Walker (8)

Kevin Ream, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Plymouth Meeting, PA NVLAP Lab Code 200699-0, Philadelphia ALL-292, VA 3333000315, AIHA-LAP, LLC IHLAP #178659

Initial report from: 11/02/2021 09:59:51

Environmental Control Systems, Inc.

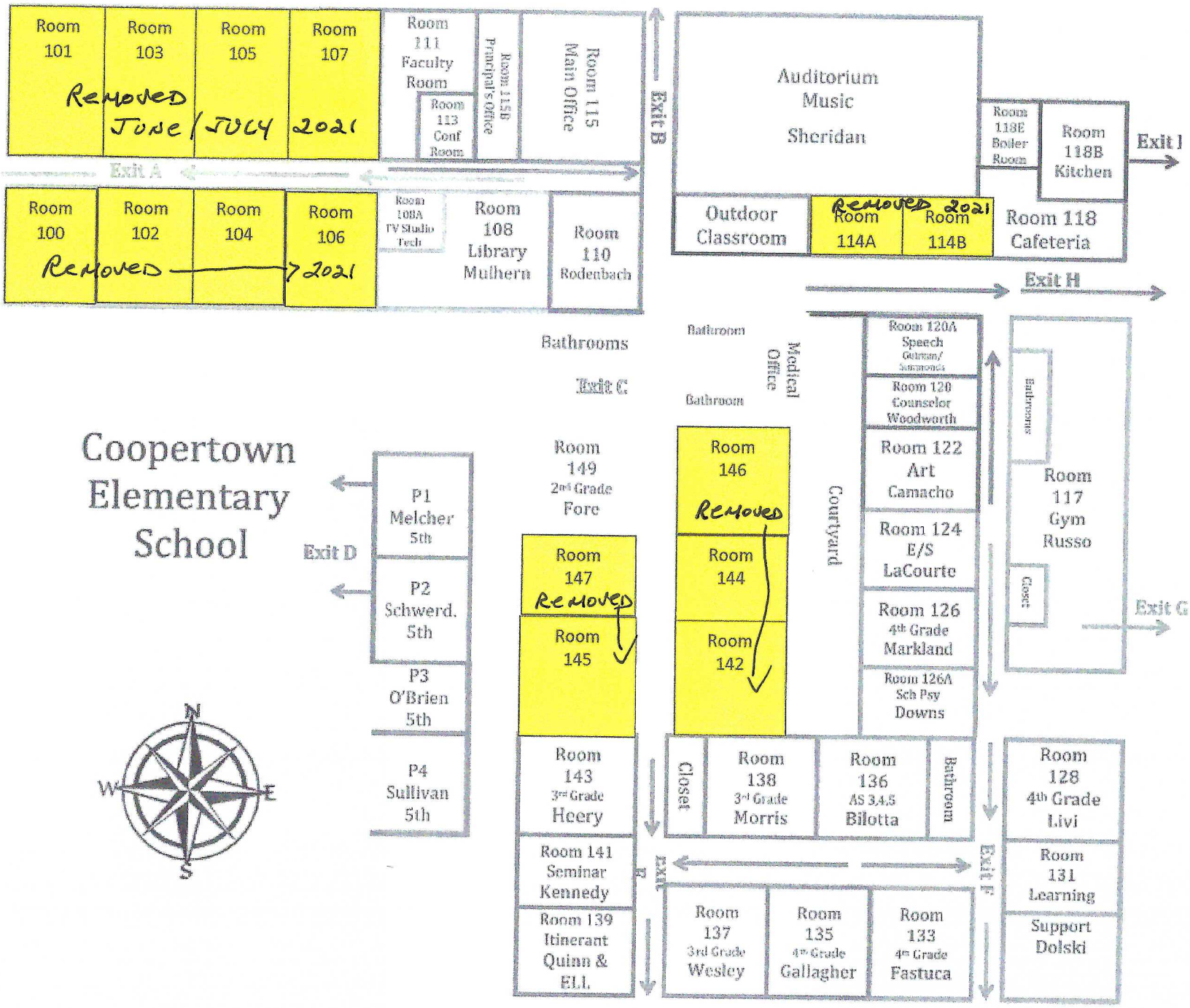
Environmental Engineers and Management Consultants

COOPERTOWN ELEMENTARY SUMMARY PAGE
AHERA 3 - YEAR REINSPECTION
August 2021

SUMMARY OF REMAINING ACBM

Material Description	Amount and Location
9"x 9" Floor Tile and Mastic	13,610 Sq. Ft. of VAT and mastic removed June/July 2021 In the following rooms: 100, 101, 102, 103, 104, 105, 106, 107, 114 Art, 114B Hall & closet, 142, 144, 145, 146, 147
Ceiling Plaster	950 S.F. – Boiler Room. Continue O&M.
Acoustical Ceiling Plaster	3,000 S.F. – Auditorium. Continue O&M.
Stage Lighting	12 L.F. Continue O&M.
Fittings	40 – based upon known & accessable. Innaccessable fittings not accounted for above plaster celings but presumed. Continue O&M.
Breaching and Insulation	Added 2018 – Room 118C in Kitchen. Breaching and insulation associated with hood exhaust system. Continue O&M.
12" x 12" Floor Tile and Mastic	1,040 S.F. located in Room(s) 149, 151, 153

950 Sussex Boulevard, Broomall, PA 19008
Ph: 610-328-2880 • www.ecsinfo.net • ecs_pa@hotmail.com

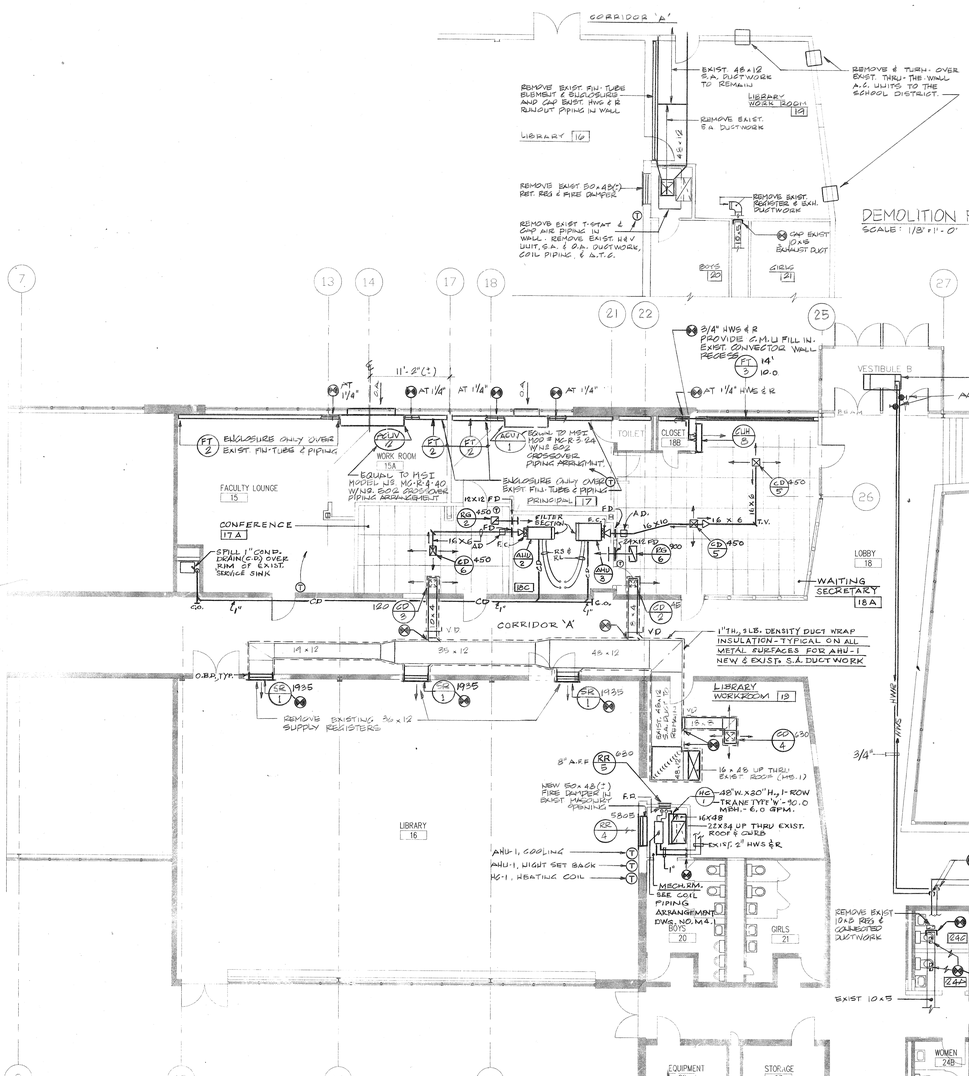

Room 101
Removed June/July 2021
Room 103
Room 105
Room 107
Room 111 Faculty Room
Room 113 Conf Room
Room 115D Principal's Office
Room 115 Main Office
Exit B
Exit A
Room 100
Removed 2021
Room 102
Room 104
Room 106
Room 108A TV Studio Tech
Room 108 Library Mulhern
Room 110 Rodenbach
Auditorium Music Sheridan
Room 118E Boiler Room
Room 118B Kitchen
Exit I
Outdoor Classroom
Removed 2021
Room 114A
Room 114B
Room 118 Cafeteria
Exit H
Bathrooms
Exit C
Bathroom
Medical Office
Bathroom
Room 120A Speech Guzman/ Simmonds
Room 120 Counselor Woodworth
Room 122 Art Camacho
Room 124 E/S LaCourte
Room 126 4th Grade Markland
Room 126A Sch Psy Downs
Courtyard
Bathrooms
Room 117 Gym Russo
Closet
Exit G
Coopertown Elementary School
Exit D
P1 Melcher 5th
P2 Schwerd. 5th
P3 O'Brien 5th
P4 Sullivan 5th
Room 149 2nd Grade Fore
Room 147
Removed
Room 145
Room 146
Removed
Room 144
Room 142
Room 143 3rd Grade Heery
Room 141 Seminar Kennedy
Room 139 Itinerant Quinn & ELL
Exit A
Closet
Room 138 3rd Grade Morris
Room 136 AS 3,4,5 Bilotta
Bathroom
Exit F
Room 137 3rd Grade Wesley
Room 135 4th Grade Gallagher
Room 133 4th Grade Fastuca
Room 128 4th Grade Livi
Room 131 Learning
Support Dolski
N
W
E
S

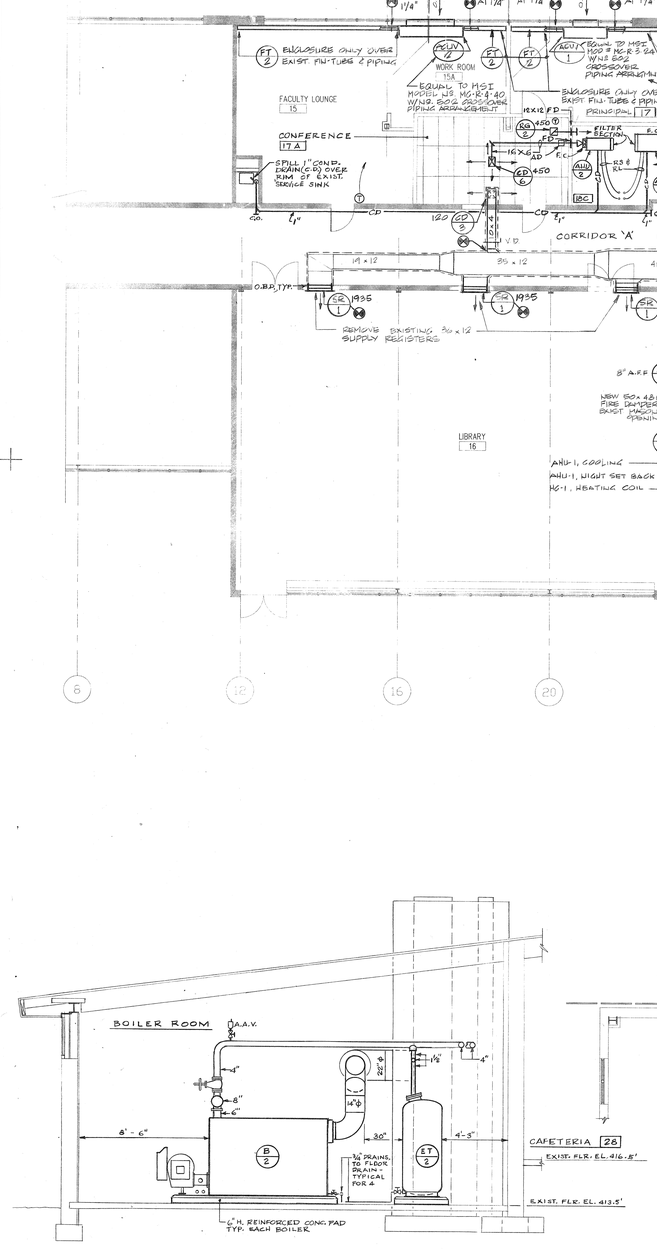
Coopertown Elementary Summary Page August 2021

Location	Material Description	Amount S.F.	Friable	Condition	Recommended Action	ACBM %	Comments
Throughout	Insulation	Not Quantified	N	Good	Continue O&M	Presumed	Above Plaster Ceilings
Boiler Room	Ceiling Plaster	950 S.F.	N	Good	Continue O&M	Presumed	
3rd Grade Boys Bathroom Pipe Chase	Insulation	5 EA	N	Good	Continue O&M	Presumed	Appears to have been removed
Kitchen Storage	Insulation	8 EA	N	Good	Continue O&M	Presumed	Above Drop Ceiling
100	9"x9" Tile		N	Cracks/Normal Wear	Continue O&M/Consider Removal	Tile Positive, Mastic ND	Removed June-July 2021
101	9"x9" Tile		N	Cracks/Normal Wear	Continue O&M/Consider Removal	Tile Positive, Mastic ND	Removed June-July 2021
102	9"x9" Tile		N	Cracks/Normal Wear	Continue O&M/Consider Removal	Tile Positive, Mastic ND	Removed June-July 2021
103	9"x9" Tile		N	Cracks/Normal Wear	Continue O&M/Consider Removal	Tile Positive, Mastic ND	Removed June-July 2021
104	9"x9" Tile		N	Cracks/Normal Wear	Continue O&M/Consider Removal	Tile Positive, Mastic ND	Removed June-July 2021
105	9"x9" Tile		N	Cracks/Normal Wear	Continue O&M/Consider Removal	Tile Positive, Mastic ND	Removed June-July 2021
106	9"x9" Tile		N	Cracks/Normal Wear	Continue O&M/Consider Removal	Tile Positive, Mastic ND	Removed June-July 2021
107	9"x9" Tile		N	Cracks/Normal Wear	Continue O&M/Consider Removal	Tile Positive, Mastic ND	Removed June-July 2021
112 Auditorium	Acoustical Ceiling	3000 S.F.	N	Good	Continue O&M	Positive	
112 Auditorium	Lighting Wire Insulation	12 L.F.	N	Good	Continue O&M	Positive	
112A	Pipe insulation	Unknown	N	Good	Continue O&M	Presumed	Added 2018

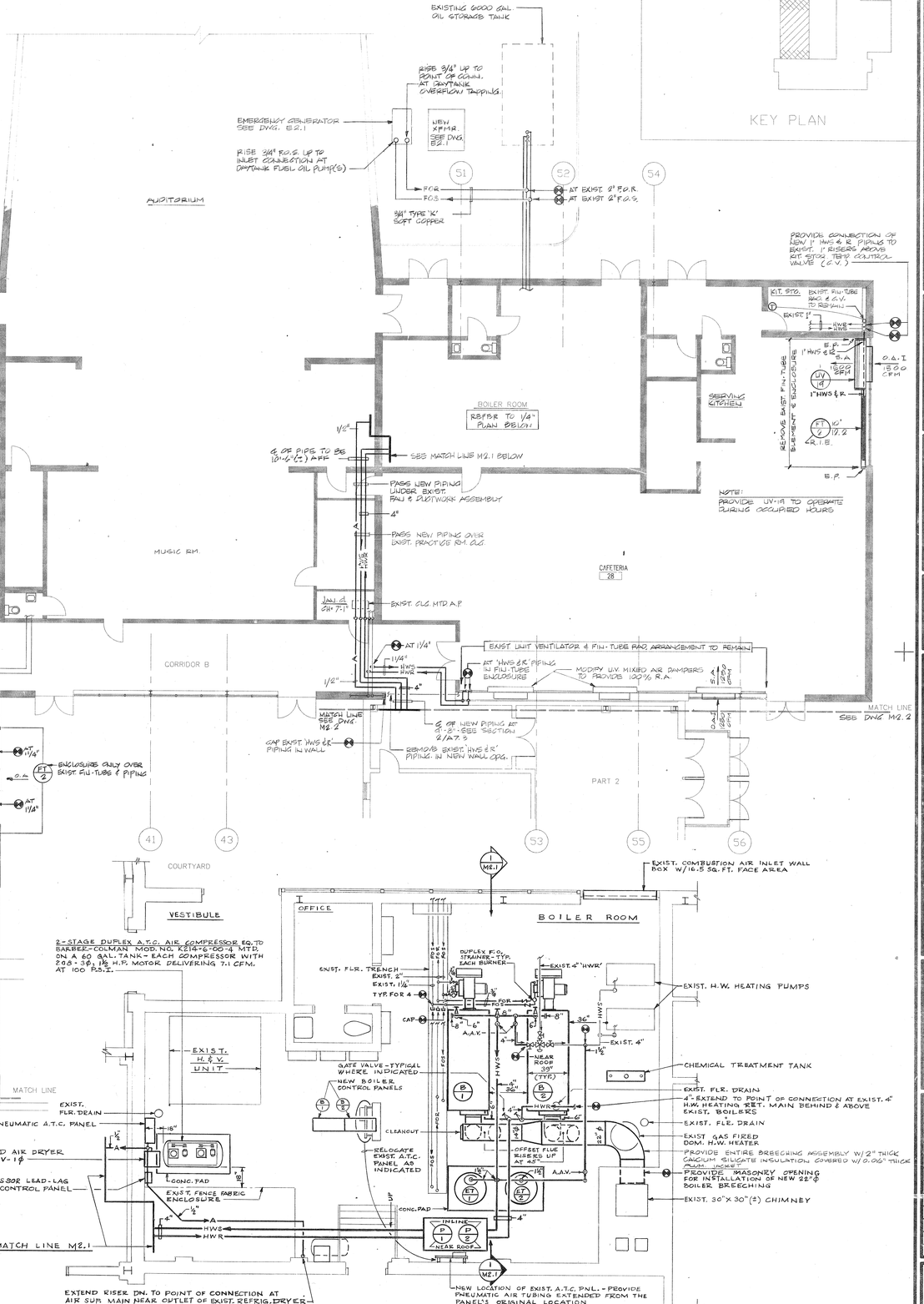
112C Stage Area	9"x9" Tile	800 S.F.	N	Good	Continue O&M/Consider Removal	Positive	
112C Stage Area	Insulation	25 L.F.	N	Good	Continue O&M	Presumed	
112 B	9"x9" Tile	20 S.F.	N	Good	Continue O&M/Consider Removal	Presumed	
114 Art	9"x9" Tile		N	Good	Continue O&M/Consider Removal	Tile Positive, Mastic ND	Removed June-July 2021
114B, Hall & Closet	9"x9" Tile		N	Good	Continue O&M/Consider Removal	Tile Positive, Mastic ND	Removed June-July 2021
118C Kitchen	Breaching/Insulation	Unknown	N	Good	Continue O&M	Presumed	Added 2018
142	9"x9" Tile		N	Good	Continue O&M/Consider Removal	Tile Positive, Mastic ND	Removed June-July 2021
144	9"x9" Tile		N	Good	Continue O&M/Consider Removal	Tile Positive, Mastic ND	Removed June-July 2021
145	9"x9" Tile		N	Good	Continue O&M/Consider Removal	Tile Positive, Mastic ND	Removed June-July 2021
146	9"x9" Tile UC		N	Good	Continue O&M	Tile Positive, Mastic ND	Removed June-July 2021
147	9"x9" Tile		N	Good	Continue O&M/Consider Removal	Tile Positive, Mastic ND	Removed June-July 2021
149	1'x1' Tile	800 S.f.	N	Good	Continue O&M		
151 Paper Storage	1'x1' Tile	120 S.F.	N	Good	Continue O&M		
153 Storage	1'x1' Tile	120 S.F.	N	Good	Continue O&M		
155A	Insulation	2 EA	N	Good	Continue O&M	Presumed	
Total		5,823					

DATE | INIT | TIME



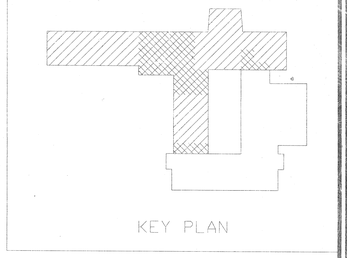


SECTION
SCALE: ¼" = 1'-0"
1 / M2.1



FLOOR PLAN
SCALE: ⅛" = 1'-0"

PLAN OF EXISTING BOILER ROOM
SCALE: ¼" = 1'-0" (NEW WORK & EQUIPMENT UNLESS OTHERWISE NOTED)



VITETTA GROUP
ARCHITECTURE ☐ ENGINEERING ☐ PLANNING ☐ INTERIOR DESIGN
☐ The Wallace Building, 642 N. Broad Street, Philadelphia, PA 19130, (215)235-3500, FAX (215)923-3530
☐ 3 Cooper Plaza, Camden, NJ 08103, (609)756-3400, FAX (609)756-3409
VITETTA GROUP

REGISTERED ARCHITECT COMMONWEALTH OF PENNSYLVANIA — VITETTA GROUP

COMM NO. 6039

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND THE ARCHITECT NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE CONSTRUCTION.
DO NOT SCALE DRAWINGS.
© 1990 VITETTA GROUP

PROJECT TITLE
COOPERTOWN ELEMENTARY SCHOOL
COOPERTOWN ROAD & HIGHLAND AVENUE
HAVERFORD TOWNSHIP
DELAWARE COUNTY, PENNSYLVANIA

DRAWING TITLE
FLOOR PLAN PART 1
H.V.A.C.

SCALE	1/8"=1'-0"
DRAWN	NJF/RAL
CHECKED	
APPROVED	
DATE	8-27-90

REVISIONS

SYM.	DATE	DESCRIPTION

DRAWING NO.
M2.1

DATE	INIT	TIME

AIR HANDLING UNIT SCHEDULE

SYMBOL: AHU / HV

UNIT NO.	CFM	OUTSIDE AIR	O.V F.P.M	COOLING COIL: TOTAL MBH	SENS MBH	REF.	ROWS	FPF	LDB	LWB	EDB	EWB	FACE AREA	A.P.D	FAN MOTOR: HP	VOLTS	PHASE	FAN: RPM	T.S.P	E.S.P	DIA.	TYPE	HOT WATER HEATING COIL: MBH	ROWS	FPF	EWT	LWT	GPM	E.A.T	L.A.T	FACE AREA	APD (WC)	WPD	MFR.	MODEL NO.	UNIT WEIGHT (LBS)	LOCATION ROOM NO.	REMARKS
HV-1	10000	3300													15	208	3				20"	FC	410	2										TRANE	CC14V	2240	MEZZ. MECH RM. 221	DRAW THRU TYPE
HV-2	10000	3300													15	208	3				20"	FC	410	2										TRANE	CC14V	2240	MEZZ. MECH RM. 221	DRAW THRU TYPE
AHU-1	6600	600														208	3																	TRANE	BTC200G	2000	ROOF ABV RM. 19	CURB MTD. ROOF-TOP
AHU-2	450																																				
AHU-3	900																																				

EXPANSION TANK SCHEDULE

SYMBOL: ET

UNIT NO.	LOCATION ROOM NO.	SERVICE	CAPACITY: TOT.	CAPACITY: ACCEPT.	SIZE: DIA.	SIZE: HEIGHT	MFR.	MODEL NO.	EST. OPER WT (LBS)	INT. CHRG PSI	REMARKS
1	BOILER ROOM	H.W HEATING	211	211	30"	82-1/4"	AMTROL	800-L	2450	12	
2	BOILER ROOM	H.W HEATING	211	211	30"	82-1/4"	AMTROL	800-L	2450	12	

UNIT HEATER SCHEDULE

SYMBOL: UH / CUH

NO.	MBH	GPM	WPD	E.A.T	L.A.T	E.W.T	W.T.D	CFM	FAN: RPM	FAN: HP	FAN: VOLTS	FAN: ø	MFR.	MODEL NO.	REMARKS	CONTROL NO.	ROOM NO.
CUH-1	62.4	6.00	3.43	60"	136.7"	180"	21.3	1200	525	1/3	120	1	TRANE	E46A012		H08	202
CUH-2	13.7	1.50	0.50		143.5"		18.5	200	700	1/60				B15A002			206
CUH-3	13.7	1.50	0.50				18.5	200	700	1/60				B12A002		H06	218
CUH-4	25.1	2.00	1.28		140.7"		25.5	400	700	1/30				B12A004			217
CUH-5	25.1	2.00	1.28				25.5	400	700	1/30				B12A004			305
CUH-6	25.1	2.00	1.28				25.5	400	700	1/30				B12A004			317
CUH-7	36.6	3.00	3.16		144.4"		24.8	600	700	1/20				E46A006			VEST. 15
CUH-8	20.6	1.00	0.38		126.1"		41.7	400	700	1/20				F11A004			

PUMP SCHEDULE

SYMBOL: P

NO.	ROOM OR LOCATION	GPM	H.D	RPM	IMPELLER DIAMETER	% EFF.	ELECTRICAL: HP	ELECTRICAL: VOLTS	ELECTRICAL: ø	SERIES	MOD.	MFR	FUNCTION
1	BOILER ROOM	120.0											
2	BOILER ROOM												
3	221	27.3											
4	221												

UNIT VENTILATOR SCHEDULE

SYMBOL: ACUV / UV

NO.	ROOM LOCATION	TOTAL CFM	MIN. OA CFM	MBH	GPM	EWT °F	EAT °F	ELEC. V/ø/HZ.	HP	RPM	MFR.	MODEL NO.	UNIT TYPE	OUTDOOR AIR INTAKES: HT.	OUTDOOR AIR INTAKES: LG.	GRILLES: HT.	GRILLES: LG.	ASHRAE CONTROL CYCLE	
UV-1	209	1250	250	50.0	3.0	180		120/1/60	1/8	720	MSI	TOW31250	A	10-3/8"	36"	12-3/8"	38"	TWO	
2	210																		
3	302																		
4	310																		
5	311																		
6	312																		
7	318																		
8	205	750	175	30	2.0				1/12	680		TOW10750	A	10-3/8"	56"	12-3/8"	58"		*
9	208		125																*
10	208																		*
11	303																		*
12	304																		*
13	308																		*
14	308																		*
15	309																		*
16	309																		*
17	319																		*
18	320																		*
19	28	1500	1500	120.0	5.2		0"		1/6	568		TOW51500			66"		68"	ONE	*

* DENOTES END PANELS (E.P.) REQUIRED - SEE FLOOR PLANS

BOILER SCHEDULE

SYMBOL: B

NO.	LOCATION	NET RAT'G. MBH	FUEL: GAS CFH	FUEL: OIL #2 GPH	L.V.G. WATER TEMP.	BOILER: MANUF.	BOILER: MODEL NO.	BURNER: MANUF.	BURNER: MODEL NO.	ELECTRICAL: V/ø/HZ	ELECTRICAL: HP	REMARKS
1	BOILER ROOM	2608.7	3753.0	26.0	180"	WEIL-McLAIN	BGL-1288-WF	POWER FLAME	C3-GO-25	208-3-60	2	
2	BOILER ROOM	2608.7	3753.0	26.0	180"	WEIL-McLAIN	BGL-1288-WF	POWER FLAME	C3-GO-25	208-3-60	2	

EXHAUST FAN SCHEDULE

SYMBOL: EF

NO.	CFM	S.P.	HP OR WATTS	RPM	ELECT. VOLTS-ø-HZ	MFR.	MODEL	REMARKS	LOCATION	CONTROL INTERLOCK
1	310	.375"	130W	1050	120-1-60	PENN VENT	Z-10-TDA	FOR TLT. EXH.	MEZZ	
2	975	.500"	1/2	1391	120-1-60		SX-105B	FOR CLSSRM. EXH	MEZZ	
3	6600	.250"	1	1060	208-3-60		BBK-24	FOR GYM VENTILATION	MEZZ	
4	585	.500"	260W	1050	120-1-60		Z.12-TDA	FOR TLT. RM EXHAUST	RM. 313 ABV.CLG.	
5	2850	.500"	1	1253	208-3-60		SX-145B	CENTREX IN-LINE FAN	RM. 314 ABV.CLG.	

AIR DEVICE SCHEDULE

NO. OF THROWS: SYMBOL: AD; CFM

NO.	CD	SR / SG	RR / RG	ER / EG	TG	WMS	REMARKS
1	24x24	36x12	9x9	8x8	48x36		
2	6x6		12x12	6x10			
3	9x6		8x4	8x4			
4	15x15		50x48				
5	12x12		16x16				
6	18x12		24x12				

FIN-TUBE RADIATION SCHEDULE

SYMBOL: FT

NO.	TYPE	TUBE: HT.	TUBE: DIA.	FIN: SIZE	FIN: P/FT	ENCL. HT.	E.A.T	A.W.T	BTUH / FT	MFR.	MODEL NO.	REMARKS
1	WALL MTD. BEHIND STORAGE CABINET	1	1-1/4"	3-1/4"x5-1/4"	50	-	65°	170°	1295	TRANE	1-1/4 CA	PROVIDE ENCLOSURE BRACKETS AND ELEMENT SUPPORTS
2	WALL MOUNTED TOP OUTLET	1	1-1/4"	3-1/4"x5-1/4"	50	20"	65°	170°	1225	TRANE	"T"	
3	"	1	3/4"	3-1/8"x3-1/4"	50	10	65°	170	720	TRANE	"T"	

FT XX — INDICATES LENGTH OF FINNED ELEMENT
XX — INDICATES MBH
NUMBER INDICATES TYPE OF RADIATION. ENCLOSURE SHALL RUN CONTINUOUS WALL TO WALL UNLESS OTHERWISE NOTED.

STORAGE CABINET SCHEDULE

SYMBOL: SC

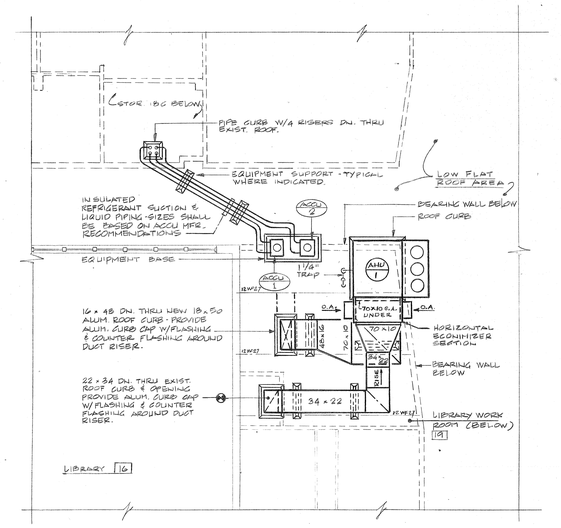
NO.	TYPE DESCRIPTION	STEEL METAL GAUGES: CABINETS	STEEL METAL GAUGES: BASE PLATES	STEEL METAL GAUGES: END PANELS	WIDTH	DEPTH	HEIGHT	MFR.	MODEL NO.	REMARKS
SC-2	OPEN W/SHELVING	16	18	18	24"	19"	30"	MSI	S19	S.C. SHALL BE PROVIDED W/ UV MFR.
SC-3					36"					
SC-4					48"					
SC-5					60"					

NOTE: ACRYLIC ENAMEL FINISHES SHALL MATCH UNIT VENTILATOR COLORS SELECTED BY THE ARCHITECT.

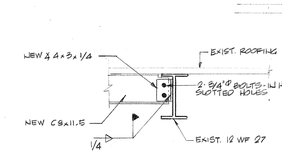
AIR COOLED CONDENSING UNITS

ACCU-1: EQUAL TO TRANE MOD. NO. TTD-712B100A WITH:
1. ONE COMPRESSOR AT 6.1 R.L.A & 31 L.R.A.
2. ONE CONDENSER FAN - DELIVERING 1695 CFM, AT 1600 R.P.M. W/ 1/6 HP MOTOR - 0.90 R.L.A.
3. 6.14 ft² COIL FACE AREA
4. ENTIRE UNIT AT 208V-1Ø-60 & 110 LBS

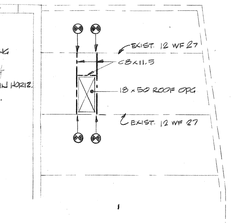
ACCU-2: EQUAL TO TRANE MODEL NO. TTD-724B100B WITH:
1. ONE COMPRESSOR AT 12.0 R.L.A & 58 L.R.A.
2. ONE CONDENSER FAN DELIVERING 1283 CFM AT 1650 RPM. W/ 1/8 HP MOTOR - 0.90 R.L.A.
3. 8.36 ft² COIL FACE AREA
4. ENTIRE UNIT AT 208V-1Ø-60 & 130 LBS



PARTIAL ROOF PLAN
SCALE: 1/8" = 1'-0"



FRAMING DETAIL
SCALE: 3/4" = 1'-0"



PARTIAL ROOF FRAMING PLAN
SCALE: 1/8" = 1'-0"

VITETTA GROUP
ARCHITECTURE ☐ ENGINEERING ☐ PLANNING ☐ INTERIOR DESIGN
☐ The Wallace Building, 642 N. Broad Street, Philadelphia, PA 19130, (215)235-3500, FAX (215)235-3530
☐ 3 Cooper Plaza, Camden, NJ 08103, (609)756-3400, FAX (609)756-3409

COMM NO.

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND THE ARCHITECT NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE CONSTRUCTION.
DO NOT SCALE DRAWINGS.
© YEAR VITETTA GROUP

PROJECT TITLE
COOPERTOWN ELEMENTARY SCHOOL
COOPERTOWN ROAD & HIGHLAND AVENUE
HAVERFORD TOWNSHIP
DELAWARE COUNTY, PENNSYLVANIA

DRAWING TITLE
ROOF PLAN & MISC. SCHEDULES H.V.A.C

SCALE	NO SCALE
DRAWN	NIF / RAL
CHECKED	JHP
APPROVED	
DATE	8-27-00

REVISIONS

SYM.	DATE	DESCRIPTION

DRAWING NO.
M5.1