

COMMUNITY COLLEGE OF ALLEGHENY COUNTY
PURCHASING DEPARTMENT
800 ALLEGHENY AVENUE, PITTSBURGH, PA 15233

ADDENDUM 1
BID PROPOSAL NO. 1148
BIOLOGY LAB RENOVATIONS – BOYCE CAMPUS
GENERAL, ELECTRICAL, HVAC, AND PLUMBING
MAY 1, 2026

The following additional information is hereby made a part of this bid:

The accompanying American Institute of Architects (AIA) attachments will be used as the final contract agreements for all four awarded prime contractors.

A101
Supplementary Conditions to A201
A201 Terms and Conditions

These agreements eliminate the references to Insurance Form B that were included in the original Invitation to Bid. All insurance requirements are laid out here in Article 11 of the Supplementary Conditions.

See also attached:

Asbestos and Lead-Based Paint Survey from Professional Service Industries, Inc.

See also attached:

Attendance Sheets from Mandatory Pre-bid Meeting on April 30, 2026.

End of Addendum 1

Sign addendum and return to the College with your response.

Company Name

Bidder's Signature

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 2026
(In words, indicate day, month and year.)

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

Community College of Allegheny County
800 Allegheny Avenue
Pittsburgh, PA 15233

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

[]
[]
[]
[]

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

Biology Lab Renovation
CCAC Boyce Campus,
595 Beatty Road
Monroeville, Pennsylvania

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

AE Works
418 Beaver St
Sewickley, Pennsylvania 15143

The Owner and Contractor agree as follows.

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

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

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



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TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be: **To be determined.**

(Check one of the following boxes.)

[] The date of this Agreement.

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

[] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

§ 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: **To be determined.**

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

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

§ 4.4 Unit prices, if any:

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

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

§ 4.5 Liquidated damages, if any:

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

Notwithstanding anything in the Contract Documents to the contrary, the Project shall be deemed "substantially complete" if and only if a certificate of occupancy has been obtained. Contractor and Owner agree to timely cooperate with each other to obtain a temporary and final certificate of occupancy. For each day that the Project is not Substantially Complete after the Substantial Completion Date set forth above, or as extended, in accordance with the provisions of the Contract Documents, that the Project is not substantially complete, Owner shall be entitled to recover from Contractor, and Contractor shall be required to pay Owner, the sum of \$500 per day, weekends and holidays included, as liquidated damages for such delay. The parties hereto agree that such liquidated damages do not constitute

a penalty, that the actual damages to be suffered by Owner in the event of any delay in substantial completion are difficult to ascertain but are certain to occur, and that the liquidated damages called for herein are a reasonable estimate of Owner's damages relating solely to the loss of use of Project as they relate to estimated costs to continue to retain appropriate professionals to manage and coordinate the Project, such as the Construction Manager and Architect, during periods of extended construction and closeout activities necessitated by the delay. The liquidated damages set forth herein are a non-exclusive remedy for Contractor's delay in substantially completing the Project. Owner's recovery of such liquidated damages shall not preclude Owner from seeking to recover and recovering other direct costs incurred by virtue of such delay. Furthermore, the parties hereto agree that this provision in no manner limits Owner's right to recover damages or pursue other legal remedies in the event of some other breach of the Contract Documents by the Contractor.

§ 4.6 Other:

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

Not applicable.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect no later than the last business day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule 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, as amended by the Supplementary Conditions, 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 Architect determines, in the Architect's professional judgment, 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.
- .6 Liquidated damages assessed under Section 4.5.

§ 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: Ten (10) percent.

§ 5.1.7.1.1 Not used.

§ 5.1.7.2 Not used.

§ 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 fifty (50) percent of the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7.

§ 5.1.8 Not used.

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

§ 5.2 Final Payment

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

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

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

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest at .5 percent per month.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017.

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

- [] Arbitration pursuant to Section 15.4 of AIA Document A201–2017, as amended by the Supplementary Conditions, except where Owner elects litigation pursuant to Section 15.4.1 of the Supplementary Conditions.

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 Not used.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017, as amended by the Supplementary 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)

Light blue rectangular placeholder for Owner's representative information.

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

Light blue rectangular placeholder for Contractor's representative information.

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in Article 11 of AIA Document A201–2017, as amended by the Supplementary Conditions.

§ 8.5.2 The Contractor shall provide performance and payment bonds for one hundred (100) percent of the Contract Sum.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, 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.)

Electronic mail to the Owner’s and Contractor’s representatives in Sections 8.2 and 8.3.

§ 8.7 Other provisions:

Not applicable.

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, as amended.
- .2 AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended by the Supplementary Conditions.
- .3 Project Manual, CCAC Biology Lab Renovations, Boyce Campus, Bid Documents, Specifications prepared by AE Works.
- .4 Drawings titled “BID DOCUMENTS”, prepared by AE Works, including General, Abatement, Structural, Architectural, Mechanical, Plumbing, and Electrical drawings, dated April 14, 2026.
- .4 Bid Proposal No. 1148 titled Biology Lab Renovation at Boyce Campus General, Electrical, HVAC, Plumbing.

If there is a conflict or ambiguity among the Contract Documents: (1) the more stringent requirement relating to performance of the Work shall control, as determined by the Owner, and (2) the Supplementary Conditions shall control over the standard form printed terms.

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

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

These Supplementary Conditions to AIA Document A201-2017 are attached to and shall constitute part of the Contract Documents for the Agreement between Owner and Contractor for the CCAC Boyce Campus, Biology Lab Renovation located at CCAC Boyce Campus, 595 Beatty Road, Monroeville, Pennsylvania. The terms and conditions set forth herein modify, supersede and, where applicable, supplant the corresponding numbered provisions of the AIA Document A201-2017, General Conditions of the Contract for Construction (“General Conditions”). Unless expressly provided otherwise, all terms used herein shall have the same meaning and definitions as provided in the Agreement and the General Conditions.

ARTICLE 1

Add after the third sentence of Section 1.1.2:

Such Modifications must be in writing to have any effect. Such requirement shall not be waived by way of oral agreement.

Add new Sections 1.1.9 and 1.1.10:

§1.1.9 Knowledge. The terms “knowledge,” “recognize” and “discover,” their respective derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize) and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents and Section 3.5 below. Analogously, the expression “reasonably inferable” and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care skill and diligence required of the Contractor by the Contract Documents and Section 3.5 below.

§1.1.10 Persistently. The phrase “persistently fails” and other similar expressions, as used in reference to the Contractor, shall be interpreted to mean any combination of acts and omissions, which causes the Owner or the Architect to reasonably conclude that the Contractor will not complete the Work within the Contract Time, for the Contract Sum or in substantial compliance with the requirements of the Contract Documents.

Add new Section 1.2.4:

§1.2.4 If there is a conflict or ambiguity among the Contract Documents: (1) the more stringent requirement relating to performance of the Work shall control, as determined by the Owner, and (2) the Supplementary Conditions shall control over the standard form printed terms.

Add after first sentence of Section 1.5.1:

Owner is a co-owner of and shall be deemed to have an irrevocable license to utilize such Instruments of Service, such that Owner shall be provided suitable copies thereof and shall be entitled to retain, use, consult, rely upon, and/or modify such drawings for any reasonable purpose relating to this specific Project and/or subsequent improvements.

Add new Section 1.9:

§1.9 The Contractor warrants and represents that the Contractor shall not knowingly or negligently communicate or disclose at any time to any person or entity any information in connection with the Work or the Project, except: (1) with prior written consent of the Owner, (2) information that was in the public domain prior to the date of this Agreement, (3) information which becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission of the Contractor, or (4) as may be required to perform the Work or by any applicable law.

ARTICLE 2**Delete Section 2.1.2 in its entirety and replace with the following:**

§2.1.2 To the extent allowed by law, neither Contractor nor any Subcontractor, Supplier or Sub-Subcontractor shall have the right to file or otherwise assert any mechanics, materialmen's or other lien against the Owner's property for any labor, services, material or equipment furnished or provided in the performance of the Work. Contractor hereby expressly waives its right to any such liens. As an express condition precedent to payment of any amounts deemed due and owing for Work performed under this Agreement, Contractor shall provide a conditional lien waiver (1) certifying that such payment will be used to pay for all Work and materials for which the payment application was submitted, and (2) waiving any and all mechanics' lien rights for all Work for which payment is to be issued. Contractor shall also provide Partial Lien waivers from each subcontractor and/or materialman providing Work or materials for which the payment application was submitted.

Notwithstanding the above, in the event any lien is filed against the Project, or any portion thereof, by or through any Subcontractor, Supplier or Sub-Subcontractor, Contractor agrees to immediately remove any such lien, by bond or otherwise, at its own expense. In the event any lien is not so removed by Contractor, Owner may remove the same at the expense of Contractor, including all legal fees incident thereto.

If at any time during the course of the Project there is reasonable evidence of any lien or claim which, if established, is chargeable to Contractor, Owner shall have the right to retain out of any payment due Contractor an amount sufficient to completely indemnify Owner against such lien or claim, including the expense of discharging or otherwise disposing of such lien, and all attorney's fees incurred in connection therewith.

Delete Section 2.2.1.**Delete Section 2.2.2.****Delete Section 2.2.3.****Delete Section 2.2.4.**

Delete second sentence of Section 2.3.4

Delete the following from Section 2.5 reading “Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may” and add “Owner may,” before “pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part...”

Add new Section 2.6:

§2.6 Extent of Owner Rights

§2.6.1 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

ARTICLE 3**Add new Section 3.2.1.1:**

§3.2.1.1 The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment and (5) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site.

Add the following to Section 3.2.2:

§3.2.2.1 The exactness of grades, elevations, dimensions, or locations given on any Drawing issued by the Architect, is not guaranteed by the Architect or the Owner.

§3.2.2.2 The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions and locations. In all cases of interconnection of its Work with existing or other work, it shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by the Contractor without any additional cost to the Owner.

Delete Section 3.2.4 in its entirety and replace with the following:

§3.2.4 Except as to any reported errors, inconsistencies or omissions, and to concealed or unknown conditions defined in Section 3.7.4, by executing the Agreement, the Contractor represents the following:

.1 The Contract Documents are sufficiently complete and detailed for the Contractor to (1) perform the Work required to produce the results intended by the Contract Documents and (2) comply with all the requirements of the Contract Documents.

.2 The Work required by the Contract Documents, including, without limitation, all construction details, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to Work; (3) requirements of any warranties applicable to the Work; and (4) all laws, ordinances, regulations, rules and orders which bear upon the Contractor's performance of the Work.

Delete Section 3.4.1 in its entirety and replace with the following:

§3.4.1 Unless provided in the Contract Documents, the Contractor shall provide and pay for labor (excluding premium for Workers' Compensation and General Liability insurance in the event such insurance is provided by the Owner in accordance with the insurance provisions hereinafter), 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.

Add the following to end of Section 3.4.3:

The Contractor shall only employ labor on the Project or in connection with the Work capable of working harmoniously with all trades, crafts and other individuals associated with the Project. The Contractor shall also use its best efforts to minimize the likelihood of any strike, work stoppage or other labor disturbance. Contractor shall comply with any and all Labor Stabilization Agreements applicable to the Project included in the Contract Documents.

The word "may" in the third sentence of Section 3.5.1 is deleted and replaced by "shall."

Delete "improper or insufficient maintenance" from the fourth sentence of Section 3.5.1.

Add the following to the end of Section 3.5.1:

Contractor further warrants that it (i) possesses adequate skill, training, expertise, knowledge and experience to perform the Work in a competent and professional manner and in accordance with the Contract Documents; (ii) has sufficient personnel and equipment available to perform the Work within the milestones, timelines and time frames specified in the Contract Documents; (iii) will perform the Work in a good and workmanlike manner and in conformance with the requirements, specifications and instructions set forth in the Contract Documents; (iv) will perform the Work in a manner that will not infringe upon, violate or misappropriate the patent, copyright, trade secret, intellectual property or other protected rights or interests of any third party; and (v) will maintain insurance as required by Section 11 hereof and the Contract Documents.

Add new Section 3.5.3:

§3.5.3 The Contractor agrees to assign and/or provide to the Owner at the time of final completion of the Work, any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

Delete Section 3.7.1 and replace with the following:

§3.7.1 With the exception of the building permit, which shall be secured by Owner, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner and Architect with copies or certificates of all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work. All such costs and fees and any connection charges, assessments or inspection fees as may be imposed by any municipal agency or utility company, excepting those agreed in writing to be covered by the Developer, if applicable, are included in the Contract Sum and shall be the Contractor's responsibility.

Add new Section 3.7.2.1:

§3.7.2.1 The Contractor shall procure and obtain all bonds required of the Owner or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay all charges for all approvals for street closings, parking meter removal and other similar matters as may be necessary or appropriate from time to time for the performance of the work.

Delete "knowing it to be" in first sentence of Section 3.7.3**Delete "14" in the fifth line of Section 3.7.4 and replace with "7".****Add the following after the second sentence in Section 3.10.1:**

If required by the Contract Documents, Contractor shall schedule and coordinate the work of the other Multiple Prime Contractors, and the Contractor's construction schedule shall also include a detailed project schedule of basic operations for the Multiple Prime Contractors.

Add the following at the end of Section 3.10.1:

The Contractor shall cooperate with the Architect and Owner in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Multiple Prime Contractors or the construction or operations of the Owner's own forces.

Add the following to the end of Section 3.10.1:

In connection with each monthly Application for Payment, Contractor shall submit an

updated schedule and accompanying progress report, in a format approved by Owner and Architect, which provides:

- (1) Percentages of completion for each major portion of the Work;
- (2) An identification of any project delays and resulting schedule deviation or slippage relating to the Work or any portion thereof;
- (3) Contractor's plan to mitigate or recapture the time lost by any such project delay; and
- (4) A description of any anticipated problems or action items or responses requested or Owner and/or Architect pertaining to the Work over the next thirty (30) days.

Change Section 3.13 to 3.13.1.

Add the following new sections to Section 3.13:

§3.13.2 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§3.13.3 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner, which may be withheld in the sole discretion of the Owner.

§3.13.4 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of (1) any areas and buildings adjacent to or part of the site of the Work or (2) the Building in the event of partial occupancy, as more specifically described in Paragraph 9.9.

§3.13.5 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrances and parking areas other than those designated by the Owner. Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time. The Contractor shall immediately notify the Owner in writing if during the performance of the Work, the Contractor finds compliance with any portion of such rules and regulations to be impracticable,

setting forth the problems of such compliance and suggesting alternatives through which the same results intended by such portions of the rules and regulations can be achieved. The Owner may, in the Owner's sole discretion, adopt such suggestions, develop new alternatives or require compliance with the existing requirements of the rules and regulations. The Contractor shall also comply with all insurance requirements and collective bargaining agreements applicable to use and occupancy of the Project site and the Building.

Delete Sections 3.18.1 and 3.18.2 in their entirety and replace with the following:

§3.18.1 To the fullest extent permitted by law, Contractor shall defend (at Owner's request and through counsel reasonably acceptable to Owner), indemnify, and hold harmless Owner, its affiliates, and their respective directors, officers, employees, agents, lenders, and representatives from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from: (a) the acts or omissions, recklessness, or willful misconduct of Contractor or its subconsultants; (b) breach of this Agreement by Contractor; (c) violation of law by Contractor or its subconsultants; or (d) actual or alleged infringement or misappropriation of intellectual property rights by the work product or materials furnished by Contractor or its subconsultants. Contractor shall defend, indemnify and hold Owner harmless as set forth herein regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

§3.18.2 In any and all claims against the Owner or other indemnified parties described in the preceding paragraph by any employee of Contractor or any sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any sub-consultant under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. Contractor's indemnity obligations herein shall not be limited by any statutorily provided immunity under any applicable Workers' Compensation or other statute.

§3.18.3 The Contractor and each Subcontractor, of whatever tier, hereby certifies to Owner that it complies with all employment related laws and regulations governing employment or collective bargaining agreements, if any. Nothing in this Agreement shall be construed as divesting any Contractor or Subcontractor of its sole and exclusive right to control the means, manner or method of performance of the Work of any Contractor or their employees. Nothing in this Agreement shall be construed in a manner that would be violative of the legal or contractual rights of any employee. The Contractor, and each Subcontractor, regardless of tier, shall defend, hold harmless and indemnify the Owner against and from any and all claims, demands, suits, actions, costs and expenses including reasonable attorneys' fees, growing out of any claims by an employee or independent contractor of any Contractor or Subcontractor of any tier alleging the violation of any of the individuals' employment rights, whether legal, constitutional or contractual in nature. This provision shall be accorded the broadest meaning permitted by law, and Contractor hereby expressly waives any statutorily provided immunity under the Pennsylvania Workers' Compensation statutes that would serve to limit its indemnification obligations hereunder.

ARTICLE 4

Delete “Contractor, and Architect. Consent shall not be unreasonably withheld.” from the end of Section 4.1.2.

Delete the second sentence of Section 4.2.12.

ARTICLE 5

Delete Section 5.2.1 in its entirety and replace with the following:

§5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practical after award of the Contract, shall furnish in writing to the Owner through Architect 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. The Architect will promptly reply to a Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection.

Add to the end of Section 5.4.1:

, provided Owner shall not be obligated to satisfy obligations of the Contractor accruing prior to the date of the assignment. Such right of assignment and/or assumption shall be expressly provided for in each subcontract or other agreement entered by the Contractor for the Project. Such rights are solely intended for Owner’s protection and benefit. Owner is under no obligation to exercise such rights or enforce such protections. Owner shall not be deemed to have waived any obligation on the part of Contractor by choosing not to exercise such rights. Nothing in this Agreement is intended to confer third party beneficiary status upon any subcontractor or other entity.

ARTICLE 6

Delete Section 6.1.4.

Delete the second sentence in Section 6.2.3.

ARTICLE 7

Add to the end of Section 7.1.3:

Except as permitted in Section 7.3, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and

no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to any increase in any amounts due under the Contract Documents or a change in any time period provided for the Contract Documents.

Add to the end of Section 7.2:

Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule. In the event a Change Order increases the Contract Sum, Contractor shall include the Work covered by such Change Orders in Applications for Payment as if such Work were originally part of the Contract Documents.

Add to the end of Section 7.3.4:

No allowance will be made for loss of anticipated profit or fee on any portion of the Work not performed by reason of a change in the Work.

Add the following new Section 7.3.11:

§7.3.11 To the extent applicable, each Construction Change Order shall reflect the proper credit of the Owner providing insurance as set forth in Article 11 of this Contract.

ARTICLE 8

Delete Section 8.2.2 in its entirety and replace with the following:

§8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 of these General Conditions. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a Notice to Proceed given by the Owner, the Contractor shall notify the Owner in writing not less than Five (5) Days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

Delete Section 8.3.1 in its entirety and replace with the following:

§8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of Owner, Architect, any of the other Multiple Prime Contractors or an employee of any of them, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties or other causes beyond the Contractor's reasonable control; or by delay authorized by the Owner pending mediation and arbitration, or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order.

Notwithstanding the foregoing, an extension of the Contract Time will only be granted to the extent that the delay will prevent the Contractor from achieving Substantial Completion within the Contract Time. Further, an extension of the Contract Time will not be granted to the extent that the delay results from or is attributable to a cause(s) for which Contractor is otherwise not entitled to an extension of the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (1) is not caused, or could not have been anticipated, by the Contractor, (2) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay and (3) is of a duration not less than one (1) day. However, as a condition precedent to Contractor's right to seek adjustment in the Contract Time, within twenty (20) days after the occurrence of any delay, Contractor shall furnish the Architect with detailed information and substantiation concerning the cause of the delay, the exact duration of the delay, the specific activities thereby affected and the measures taken by Contractor to prevent or mitigate the delay. Failure to submit such information within the time required shall result in the automatic denial of any request for extension of time.

Delete Section 8.3.3 in its entirety and replace with the following:

§8.3.3 Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Section 8.3.1, shall be the sole remedy of the Contractor for any (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 Section 8.3.3 as Delays), whether or not such Delays are foreseeable. In no event shall the Contractor be entitled to any additional compensation or recovery of any damages in connection with Delays, including, without limitation, consequential damages, lost opportunity costs, impact damages or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including, without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as active interference with the Contractor's performance of the Work.

Add the following new Section 8.3.4:

§8.3.4 If the Contractor submits a progress report indicating, or otherwise expresses an intention to achieve, completion of the Work prior to any completion date required by the Contract Documents or expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied.

Add the following new Section 8.3.5:

§8.3.5 Notwithstanding anything in this Section 8.3 or the Contract Documents to the contrary, no adjustment in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition which does not differ materially from those conditions

disclosed or which reasonably should have been disclosed by the Contractor's (1) prior inspections, tests, reviews and preconstruction services for the Project, including without limitation any pre-bid site inspection; or (2) inspections, tests, reviews, and preconstruction services which the Contractor had the opportunity to make or should have performed in connection with the Project.

Add the following new Section 8.3.6:

§8.3.6 In the event that the Contractor, either directly or through the actions of its subcontractors or their respective agents, servants, or employees, causes damage or injury to the property or work of any other Multiple Prime Contractors or contractors, or otherwise causes a delay in any such party's work that causes such party to suffer additional expense or damage, then the parties involved in such dispute shall resolve the dispute or claim through agreement directly between them or by referring the claim or dispute to the American Arbitration Association. Such Arbitration shall be administered in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. Notice of the demand for arbitration shall be filed in writing with the other prime Contractor(s), and a copy shall be filed with the Architect and the Owner. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen.

It is agreed by all parties that disputes or actions between contractors concerning the additional expense or damage described above shall not delay completion of the Work, which shall be continued by the parties, subject to the rights herein provided. It is agreed by the parties to the Contract (the Owner as promisee and the Contractor as promisor) that the intent of this clause is to benefit the other Multiple Prime Contractors on the project or related projects and to serve as an indication of the mutual intent of the Owner and the Contractor that this clause raise such other Multiple Prime Contractors to the status of third party beneficiaries only as to the terms and conditions of sections entitled Subcontractors and Disputes with the Owner. The Contractor agrees that these sections are provided as a benefit to the Contractor and that they specifically exclude claims against the Owner for delay or other damages. Owner shall not be named a party or joined in any arbitration to which this section applies.

The Contractor agrees that all claims, disputes and other matters in question between Multiple Prime Contractors, which arise out of, or are related to this Agreement or the breach thereof shall be finally settled by arbitration, unless the parties mutually agree otherwise. This agreement to arbitrate shall be in consideration of the fact that all Multiple Prime Contractors agree to this same arbitration provision as provided in each separate prime contract and that arbitration of all claims disputes and other matters in question shall be held within a reasonable time after the claim, dispute or other matter in question has arisen.

ARTICLE 9

Delete Section 9.1.1 in its entirety and replace with the following:

§9.1.1 The Contract Sum as 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. In the event and to the extent that the Owner provides insurance in accordance with Article 11 of this Contract, the Contract Sum shall exclude the Contractors' and Subcontractors' related costs for the insurance being provided in accordance with Article 11.

Add the following to section 9.5.1 of the agreement:

§9.5.1.8 Failure to comply with Project Safety Requirements as set forth in the Project Safety and Health Management Plan.

Delete "repeated" from Section 9.5.1.7.

Delete the first sentence in Section 9.6.7 and replace with the following:

Payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors and suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner.

Add the following to the end of Section 9.8.1:

; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project and/or has been reasonably assured they will be provided within a reasonable time not to exceed thirty (30) days.

Add the following to the end of Section 9.10.1:

All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Owner and Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Owner's Representative until all warranties and guarantees have been received and accepted by the Owner.

Delete Section 9.10.2 in its entirety and replace with the following:

§9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (i) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work or which the Owner and Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (ii) consent of surety, if any, to final payment and (iii) if required by Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Contractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made,

the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Add the following new Section 9.10.6:

§9.10.6 Owner shall not release/make final payment to the Contractor, nor shall the Contractor release/make final payment to any Subcontractor unless required payroll audits have been successfully completed as required by Section 11.1.9 of this Contract and the Contractor/Subcontractor is in compliance with the payroll reporting requirements included in the Project Insurance Manual.

ARTICLE 10

Delete Sections 10.2.1 through 10.2.8 in their entirety and replace with the following:

§10.2.1 The Contractor agrees to and shall comply with all of the terms, conditions and requirements set forth in the Project Safety and Health Management Plan for the Project ("the Plan") contained in the Owner's Invitation to Bid and which is incorporated herein by reference. Contractor further agrees to require each of its Subcontractors and sub-Subcontractors to comply with the Plan.

§§10.2.2 – 10.2.8 Omitted.

ARTICLE 11

Sections 11.1 through 11.5 are deleted in their entirety and replaced with the following:

§11.1 Insurance Provided by Owner

§11.1.1 Except as otherwise provided in this Contract, Owner shall, at its sole cost and expense, secure and hereafter maintain insurance of the type and in the limits set forth below. To the extent that the Contractor, Subcontractor, or the property of such persons or entities, are covered by such insurance, (i) the Contractor shall comply and shall require its Subcontractors to comply with the terms set forth in this Section 11.1; and (ii) the Contractor shall exclude, and shall require its Subcontractors to exclude, the cost and expense of maintaining duplicative insurance coverage in the Cost of Work.

§11.1.2 Except as otherwise specified in this Contract, Owner shall purchase and continuously maintain, until Substantial Completion or termination of this Contract, Builders Risk/Installation insurance, with limits no less than the Total Project Value. Policy shall include Hard and Soft Costs.

§11.1.2.1 Owner and contractor waive all rights against (i) Each other and the subcontractors, agents and employees of each other and (ii) Subcontractors, agents and employees, for damages caused by fire or other peril to the extent covered by the Builders Risk insurance obtained.

§11.1.2.2 Builders Risk Insurance shall include as Additional Insured, the Owner,

Contractor and Subcontractor of all tiers performing Work at the Project Site.

§11.1.3 Each Contractor and Subcontractor shall be responsible to pay the Builder's Risk policy deductible. If the claim, however, is caused by CCAC or another Contractor/Subcontractor, the negligent party will be held responsible for the deductible payment. If the negligent party is not CCAC or another Contractor/Subcontractor, each Contractor and Subcontractor shall be responsible to pay the Builder's Risk policy deductible. Payment towards the Builder's Risk deductible will be shared in proportion to direct loss.

§11.1.4 Loss, if any, under this Builder's Risk insurance shall be adjusted with Owner, Lenders, and/or Trustees, with the cooperation of Contractor and Subcontractors. Insurance proceed checks shall be made payable to the Owner or its Lenders or Trustees. Amounts shall be disbursed, when and if appropriate, to the Contractor or Subcontractors through the Change Order procedures described in this Contract.

§11.2 Contractor and Subcontractor Provided Insurance

§11.2.1 The Contractor shall provide the following insurances as well as those on Exhibit B in the Invitation to Bid and, upon request, supply proof of the following insurances to the Owner or its designee.:

§11.2.1.1 Automobile Liability insurance covering all owned, non-owned, and hired vehicles used by Contractor and Subcontractors for all operations both on and off the Project Site, with a minimum limit of One Million Dollars (\$1,000,000) Combined Single Limit Per Accident for Bodily Injury and Property Damage.

§11.2.1.2 Professional Liability insurance if Contractor (or applicable Subcontractors) will perform or retain others to perform professional services in connection with the Work, including engineering, architectural, medical, testing, environmental assessment or remediation, or design-build services, with a minimum limit of Two Million Dollars (\$2,000,000) Per Wrongful Act, Error, or Omission, and a minimum Two Million Dollars (\$2,000,000) Annual Aggregate Limit.

§11.2.1.3 Asbestos and/or Lead Abatement. Asbestos and/or Lead Abatement Liability Insurance with limits of Ten Million Dollars (\$10,000,000) Each Occurrence and Ten Million Dollars (\$10,000,000) Aggregate when Work includes asbestos and/or lead abatement activities.

§11.2.1.4 Commercial General Liability. The Commercial General Liability Coverage shall not be provided under a "Claims-Made" or "Modified Occurrence" policy without the prior, expressed written consent of Owner. Such insurance: (i) shall include by its terms or appropriate endorsements Bodily Injury, Property Damage, Personal Injury, Blanket Contractual, Independent Contractors, Products and Completed Operations coverages for 5 years; (ii) shall include Products Liability coverage for any products manufactured, assembled, or otherwise worked upon away from the Project Site; and (iii) shall include coverage for "x" (explosion), "c" (collapse), and "u" (underground) exposures. Such insurance shall have the following minimum limits:

For the Contractor:

\$1,000,000 Each Occurrence;
\$1,000,000 General Aggregate per Project; and
\$1,000,000 Products/Completed Operations Aggregate (5 Years)

For all Subcontractors:

\$1,000,000 Each Occurrence;
\$1,000,000 General Aggregate per Project; and
\$1,000,000 Products/Completed Operations Aggregate (5 Years)

§11.2.1.5 Worker's Compensation insurance providing statutory benefit limits under applicable state law and minimum limits under Coverage Part B (Employer's Liability) of Five Hundred Thousand Dollars (\$100,000) for Each Accident for Bodily Injury by Accident, Five Hundred Thousand Dollars (\$100,000) Each Employee for Bodily Injury by Disease, and Five Hundred Thousand Dollars (\$500,000) Policy Limit for Bodily Injury by Disease.

§11.2.1.6 Umbrella Liability insurance with limits of Five Million Dollars (\$5,000,000) Per Occurrence and Five Million Dollars (\$5,000,000) Aggregate. The Products/Completed Operations Aggregate of Five Million Dollars (\$5,000,000), including a 10 Year Completed Operations Extension.

§11.2.1.7 The Owner, the Architect, and its Consultants shall be named as Additional Insureds on all insurance policies except for Workers' Compensation and Professional Liability. Coverage afforded to the Owner, the Architect and its Consultants, as Additional Insureds under said policies shall be primary to any insurance carried by Owner, the Architect or its Consultants.

§ 11.2.1.8 The Contractor shall not subcontract any portion of the Contract unless the Subcontractor has presented satisfactory evidence of insurance required under Section 11.2.1.

§11.3 General Provisions Relating to Insurance

§11.3.1 All insurance required by this Contract shall be from insurance companies authorized to transact that class of insurance in the Commonwealth of Pennsylvania and having a minimum rating of (or equivalent to) A- VIII by A.M. Best & Company. When required, certificates must be personally and manually signed by the authorized representative of the insurance company shown on the certificate with proof that he/she is an authorized representative thereof and provided to the Owner's representative as evidence of insurance required in accordance with Section 11.2 herein. In addition, certified, true and exact copies of all insurance policies required by this Contract shall be provided by Contractors and Subcontractors within a reasonable period of time upon written request.

§11.3.2 All of the insurance provided by the Contractor, Subcontractors and Owner under the terms of this Contract shall provide primary coverage with respect to the Work, unless noted otherwise herein. Any other insurance maintained by Owner, Contractor, or Subcontractor shall be in excess of this insurance and shall not contribute to it.

§11.3.3 The issuing insurers will provide thirty (30) Days written notice to the

Owner and Contractor of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the Aggregate Limit Provisions.

§11.3.4 The insurance coverages and limits required under this Contract are designed to meet the minimum requirements of the Owner. They are not designed as a recommended insurance program for the Contractor or its Subcontractor; and meeting these minimum requirements does not relieve such persons or entities of their obligations under any other Section of this Contract. The Contractor shall not be prevented from acquiring, at its own expense, any other additional insurance coverages it deems necessary for the protection of its Work under the Contract.

§11.3.5 The amounts and types of insurance required by the Contract shall conform to the minimum requirements set forth in this Article 11, utilizing Insurance Services Office (ISO) policies and endorsements where applicable.

§11.3.6 All of the insurance required by this Article 11 shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.

§11.3.7 Owner may elect at any time during the term of this Contract to require Contractor to procure and maintain other or additional insurance. Notice of such election shall be given at least Sixty (60) Days prior to the effective date of the required modifications. Any additional costs incurred by the Contractor or Subcontractors in securing said other or additional insurance shall be reimbursed by the Owner as part of the Cost of the Work, and the Contract Price shall be revised by Change Order to be increased by the amount of such additional cost.

§11.3.8 Owner and Contractor waive all rights against (i) each other and the Subcontractors, agents and employees of each other and (ii) Subcontractors, agents and employees, for damages caused by fire or other peril to the extent covered by the Builder's Risk insurance obtained pursuant to Section 11.1.2 hereof, Commercial General Liability insurance obtained pursuant to Section §11.2.1.4 hereof, or Umbrella Liability insurance obtained pursuant to Section §11.2.1.6 hereof; except such rights as each may have to proceeds of such insurance held by any party to this Agreement or by any Subcontractor. The insurance policies obtained by Owner pursuant to this Article 11 shall include a waiver of subrogation in favor of the Contractor and Subcontractors and the insurance policies obtained by Contractor or Subcontractors pursuant to this Article 11 shall include a waiver of subrogation in favor of the Owner. Without limiting the generality of the foregoing, it is specifically agreed that there is and shall be no waiver of subrogation by Owner or Owner's other Property and Casualty insurer(s) for claims, damages, or losses of whatever nature or type that are insured by any insurance obtained either by Owner, the Contractor, or any Subcontractor of any tier pursuant to any of the provisions of this Agreement. In all events, any insurance obtained by the Owner, Contractor or any Subcontractor of any tier pursuant to this Agreement shall be primary and the policies possessed by Owner, Contractor or any Subcontractor of any tier for purposes of fulfilling the insurance obligations under this Agreement shall be written as primary.

Renumber Section 11.1.2 as 11.4.1 and 11.1.3 as 11.4.2

ARTICLE 12

Add at the end of Section 12.2.1:

If prior to the date of Substantial Completion, the Contractor, a Subcontractor or anyone for whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing and other building systems, machinery, equipment or other mechanical device, the Contractor shall cause such item to be restored to “like new” condition at no expense to the Owner.

Delete the second and third to last sentences of Section 12.2.2.1.**Delete the word “not” from the first line of Section 12.2.2.3.****ARTICLE 13****Delete Section 13.1 and replace with the following:**

§13.1 The Contract shall be governed by the substantive law of the Commonwealth of Pennsylvania, without regard to its choice of law provisions.

ARTICLE 14**Replace “30” in the first sentence of Section 14.1.1 with “90”.**

Add the following to the end of Section 14.1.1 – Upon such termination, the Contractor shall recover as its sole remedy payment in accordance with the schedule of values for scheduled Work completed in compliance with the Contract Documents. Under no circumstances shall the Contractor be entitled to and Contractor expressly waives entitlement to any overhead, profit, or fee for services not performed.

Add “an undisputed” before the word “payment” in line 2 of Section 14.1.1.3.**Delete Section 14.1.1.4.****Delete Section 14.1.2 and indicate “Section 14.1.2 - Not Used”****Delete the reference to Section 14.1.2 in Section 14.1.3.**

Delete “and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work no executed, and costs incurred by reasons of such termination” from the end of Section 14.1.3.

Delete Section 14.1.4.**Delete the word “repeatedly” from Section 14.2.1.1.****Delete the word “repeatedly” from Section 14.2.1.3.**

Add the following to Section 14.2.1:

§14.2.1.5 substantially breaches any warranty made by the Contractor under or pursuant to the Contract Documents.

§14.2.1.6 fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents; or

§14.2.1.7 fails after commencement of the Work to proceed continuously with the construction and completion of the Work for more than ten (10) days, except as permitted under the Contract Documents.

Delete “, and upon certification by the Architect that sufficient cause exists to justify such action” from Section 14.2.2.

Delete the word “detailed” from Section 14.2.2.3.

Add the following to the end of Section 14.3.1: “Contractor shall promptly resume the Work upon Owner’s written direction. The contract time shall be reasonably adjusted for increases in the time to complete the Work caused by suspension, delay, or interruption.”

Delete Section 14.3.2.

Delete Sections 14.4, 14.4.1, 14.4.2 and 14.4.3 in their entirety and replace with the following:

§14.4 Owner’s Termination for Convenience

§14.4.1 The Owner may, at any time, terminate the Contract in whole or in part for the Owner’s convenience and without cause. Termination by the Owner under this Paragraph shall be by a notice of termination delivered to the Contractor specifying the extent of termination and the effective date.

§14.4.2 Upon receipt of a notice of termination for convenience, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this Paragraph:

- .1 cease operation as specified in the notice;
- .2 place no further orders and enter into no further subcontracts for materials, labor, services or facilities except as necessary to complete continued portions of the Contract;
- .3 terminate all subcontracts and orders to the extent they relate to the Work terminated;
- .4 proceed to complete the performance of Work not terminated; and

.5 take actions that may be necessary, or that the Owner may direct, for the protection and preservation of the terminated Work.

§14.4.3 Upon such termination, the Contractor shall recover as its sole remedy payment in accordance with the schedule of values for scheduled Work completed in compliance with the Contract Documents. Under no circumstances shall the Contractor be entitled to and Contractor expressly waives entitlement to any overhead, profit, or fee for services not performed.

As an express condition precedent to any payment obligation on the part of Owner, Contractor shall present Owner with a detailed itemized listing of any and all amounts due and owing from and/or paid by Contractor to any person or entity in connection with this Project. Such detailed itemization shall attach all backup for such obligations and proof of payment (if such amount was actually paid). Failure to provide a complete and accurate itemization and backup shall be considered a material breach of this Agreement and shall entitle Owner to withhold payment in amounts necessary to adequately protect Owner's interests and to seek any remedy available by law.

Owner expressly reserves the right to issue payment for any unpaid item required to be set forth in the detailed itemization provided for above by way of a joint check made out to both Contractor and the person or entity owed such amounts. The amount of such joint check shall be deducted from any direct payment to the Contractor. Issuance of a joint check shall not shift the ultimate responsibility for such payment from the Contractor to the Owner.

Such rights and protections are solely intended for Owner's protection and benefit. Owner is under no obligation to exercise such rights or enforce such protections. Owner shall not be deemed to have waived any obligation on the part of Contractor by choosing not to exercise such rights or enforcing such protections. Nothing in this Agreement is intended to confer third party beneficiary status upon any subcontractor or other entity.

§14.4.4 The Owner shall be credited for (1) payments previously made to the Contractor for the terminated portion of the Work, (2) claims which the Owner has against the Contractor under the contract and (3) the value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

ARTICLE 15

Delete Section 15.1.2 in its entirety and replace with the following:

§15.1.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run either on the date of Substantial Completion (for acts or failures to act occurring prior to Substantial Completion of which the Owner was aware as a result of notice by the Architect) or upon the Owner's discovery of damages to the Owner or the Project resulting in any part from the act or failure to act by the Contractor, whichever is later.

Delete Section 15.1.7 in its entirety and replace with the following:

§ 15.1.7 In no event shall Owner, its employees or agents be liable for any special, incidental, indirect or consequential damages (or equivalents thereof no matter how claimed, computed or characterized) arising out of or in connection with this Contract or Owner's performance or breach thereof, regardless of whether any such liability shall be claimed in contract, warranty, equity, tort (including negligence, gross negligence and strict tort liability) or otherwise. Consequential damages excluded hereunder include, but are not limited to, damages incurred by Contractor for principal office expenses including the compensation of personnel retained there, for losses of financing, business and reputation, and for loss of profit except anticipated profit directly resulting from the Work and included in the Contract price.

Add the following after “subject to mediation” in Section 15.2.5: “(at Owner’s sole and absolute discretion)”

Add the following to the end of Section 15.2.5:

If mediation or arbitration is not demanded and filed for within 90 days of the Initial Decision Maker's initial decision approving or rejecting the claim, the initial decision will be final, binding, non-reviewable, and non-appealable.

Delete Sections 15.2.6 and 15.2.6.1

Delete Sections 15.3 and 15.4 in their entirety and replace with the following:

§ 15.3 Mediation

§ 15.3.1 At the Owner's sole and absolute discretion, the Owner may elect that claims, disputes and other matters in question between Owner and Contractor first attempt to be resolved by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. Owner's request for mediation shall be made in writing, delivered to the Contractor, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 15.4 Arbitration

§ 15.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which,

unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. Any such arbitration shall be held in Pittsburgh, Pennsylvania. The discovery process shall be limited by the following: 1. Where the dispute is less than \$50,000, there shall be no discovery other than exchange of documents. 2. Where the dispute is over \$50,000 but less than \$250,000, discovery shall consist of no more than two (2) deposition(s) per party of seven (7) hours or less and an exchange of documents. 3. For disputes in excess of \$250,000, discovery shall be limited to the number and length of depositions as determined by the arbitrator(s) and an exchange of documents. All objections are reserved for the arbitration hearing except for objections based on privilege and proprietary or confidential information. Notwithstanding anything herein to the contrary, however, for disputes between the parties involving one or more claims that, in the aggregate, exceed \$250,000, Owner reserves the option to elect to litigate any controversies or claims in the appropriate state or federal court located in Allegheny County, Pennsylvania, which venue shall be the exclusive forum for any and all such litigation. Contractor agrees to the jurisdiction of such courts located in Allegheny County, Pennsylvania over it and expressly waives any such challenge to jurisdiction or venue.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 15.4.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). Notwithstanding the foregoing, no proceeding in which the Owner is a party shall be consolidated with any proceeding brought pursuant to Section 8.3.6 herein.

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written



consent. Notwithstanding the foregoing, the Owner shall not be joined as party to any proceeding brought pursuant to Section 8.3.6 herein.

AIA® Document A201® – 2017

General Conditions of the Contract for Construction (Amended by Supplementary Conditions)

for the following **PROJECT**:

(Name and location or address)

Biology Lab Renovation
CCAC Boyce Campus,
595 Beatty Road
Monroeville, Pennsylvania

THE OWNER:

(Name, legal status and address)

Community College of Allegheny County
800 Allegheny Avenue
Pittsburgh, PA 15233

THE ARCHITECT:

(Name, legal status and address)

AE Works
418 Beaver St
Sewickley, Pennsylvania 15143

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:

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For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

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



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

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

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

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

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, 2.3.2.4, 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

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

Suppliers

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

Surety

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

Surety, Consent of

9.8.5, 9.10.2, 9.10.3

Surveys

1.1.7, 2.3.4

Suspension by the Owner for Convenience

14.3

Suspension of the Work

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor

14.1, 15.1.7

Termination by the Owner for Cause

5.4.1.1, **14.2**, 15.1.7

Termination by the Owner for Convenience

14.4

Termination of the Architect

2.3.3

Termination of the Contractor Employment

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

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

TIME

8

Time, Delays and Extensions of

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

Time Limits

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

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK

12

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, **15.1.7**

Waiver of Claims by the Owner

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

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, **11.3**

Warranty

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

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

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

Written Interpretations

4.2.11, 4.2.12

Written Orders

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

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 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 written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the

building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the

purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the

Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

include a Separate Contractor or the subcontractors of a Separate Contractor.

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

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

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

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

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

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

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or

- consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
 - .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
 - .5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

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

§ 9.4 Certificates for Payment

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

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

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

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

- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to

prevent damage, injury, or loss to

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who

are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the

Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless

otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

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

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice,

terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably

anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation

within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having

jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.



ASBESTOS AND LEAD-BASED PAINT SURVEY

For the

CCAC Boyce
595 Beatty Road
Monroeville, Pennsylvania 15146

Prepared for:

AE Works
418 Beaver Street
Sewickley, Pennsylvania 15143

Prepared by:

Professional Service Industries, Inc.
850 Poplar Street
Pittsburgh, Pennsylvania 15220
412-922-4000

April 24, 2024

PSI Project Number: 08165984

A blue ink signature of David Antis, written in a cursive style.

David Antis
Asbestos Inspector
PA-063781

A blue ink signature of Christopher M. Hundley, written in a cursive style.

Christopher M. Hundley
Principal Consultant

TABLE OF CONTENTS

1.0 INTRODUCTION	1
1.1 AUTHORIZATION AND ACCESS	1
1.2 PROPERTY AND BUILDING INFORMATION	1
1.3 DESCRIPTION OF THE PROJECT AREA	1
1.4 PURPOSE AND SCOPE OF SERVICES	2
1.5 LIMITATIONS	3
2.0 SURVEY INFORMATION	5
3.0 METHODOLOGY	6
3.1 ASBESTOS	6
3.2 LEAD-BASED PAINT	9
4.0 FINDINGS	11
4.1 ASBESTOS	11
4.2 LEAD-BASED PAINT	13
5.0 CONCLUSIONS	14
5.1 ASBESTOS	14
5.2 LEAD-BASED PAINT	14
6.0 RECOMMENDATIONS	15
6.1 ASBESTOS	15
6.2 LEAD-BASED PAINT	15
7.0 WARRANTY AND THIRD PARTY RELIANCE	17
7.1 STANDARD OF CARE AND WARRANTIES	17
7.2 RELIANCE	17
7.3 THIRD PARTY RELIANCE	18



LIST OF APPENDICES

PHOTOGRAPHS

LABORATORY ANALYTICAL REPORT AND CHAIN-OF-CUSTODY DOCUMENTATION

DRAWINGS

LABORATORY ACCREDITATIONS

PERSONNEL ACCREDITATIONS

LIST OF ACRONYMS OR ABBREVIATIONS

Acronym or Abbreviation	Definition
ACM	Asbestos-Containing Material
ACBM	Asbestos-Containing Building Material
AHERA	Asbestos Hazard Emergency Response Act
AIHA	American Industrial Hygiene Association
CAT. I NF	Category I Non-Friable
CAT. II NF	Category II Non-Friable
CFC	Chlorofluorocarbons
CFL	Compact Fluorescent Lamps
CFR	Code of Federal Regulations
CMU	Concrete Masonry Unit
ELLAP	Environmental Lead Laboratory Accreditation Program
EMLAP	Environmental Microbiological Laboratory Accreditation Program
EPA	U.S. Environmental Protection Agency
F	Friable
HA	Homogeneous Area
HID	High-Intensity Discharge
HUD	U.S. Department of Housing and Urban Development
HVAC	Heating, Ventilation, and Air Conditioning
LBP	Lead-Based Paint
MJP	Mudded Joint Packing
NELAP	National Environmental Laboratory Accreditation Program
NESHAP	National Emission Standards for Hazardous Air Pollutants
NF	Non-Friable
NLLAP	National Lead Laboratory Accreditation Program (a.k.a. ELLAP)
NVLAP	National Voluntary Laboratory Accreditation Program
O&M	Operations & Maintenance
OSHA	Occupational Safety and Health Administration
PACM	Presumed Asbestos-Containing Material
PCB	Polychlorinated Biphenyl

Acronym or Abbreviation	Definition
PLM	Polarized Light Microscopy
PSI	Professional Service Industries, Inc., an Intertek company
PT	Point Count
RACM	Regulated Asbestos-Containing Material
TEM	Transmission Electron Microscopy
TSI	Thermal System Insulation
VFT	Vinyl Floor Tile
VJC	Vibration Joint Cloth
VSF	Vinyl Sheet Flooring
XRF	X-Ray Fluorescence device



1.0 INTRODUCTION

PSI was retained by AE Works to perform a survey for suspect ACM and suspected LBPs at CCAC Boyce, located at 595 Beatty Road in Monroeville, Pennsylvania 15146.

1.1 AUTHORIZATION AND ACCESS

Authorization to perform the survey was given on March 22, 2024 by the receipt of a signed copy by PSI of PSI Proposal Number 0816-418493, between AE Works and PSI.

Access to the Project Area was provided by Martin Palma. PSI was not escorted during the field work for this survey.

1.2 PROPERTY AND BUILDING INFORMATION

SUBJECT PROPERTY:	CCAC Boyce 595 Beatty Road Monroeville, Pennsylvania 15146
-------------------	------------------------------------------------------------------

CONSTRUCTION DATE:	Unknown
PREVIOUS RENOVATION DATE(S):	Not Reported
NUMBER OF FLOORS:	2
ESTIMATED RENOVATION SQUARE FOOTAGE:	6,700
CONSTRUCTION TYPE:	Concrete Masonry Unit
VACANT? (YES/NO)	No
ADDITIONAL INFORMATION:	None Provided

1.3 DESCRIPTION OF THE PROJECT AREA

This project encompassed the S600 Science Wing, a 6,700 SF area of CCAC Boyce Campus, hereinafter referred to as the Project Area.

The field work was conducted on April 10, 2024.

1.3.1 INFORMATION PROVIDED BY CLIENT

The following table lists the information provided for this survey.



Description of Material	Provider/Source	Date
Renovation Area Map	AE Works	04/04/24

1.4 PURPOSE AND SCOPE OF SERVICES

PSI understands that the client is planning on renovating the Project Area.

1.4.1 ASBESTOS

The purpose of the asbestos portion of this survey was to provide general information for the Project Area regarding the presence, condition, and quantity of accessible and/or exposed friable and non-friable materials suspected to contain asbestos.

The survey of the Project Area was conducted in general accordance with the EPA AHERA, and NESHAP sampling guidelines to determine the presence and general locations of exposed and/or physically accessible suspect ACM, depict the location of ACM or assumed ACM, and the sample locations, quantify the amount of ACM identified during the survey, and provide photographic documentation of each homogeneous area.

Each suspect material was touched, where possible, to determine the friability of the material. Samples were obtained only from suspect ACM that were readily exposed and/or physically accessible during the survey.

Samples were sent to PSI's NVLAP accredited laboratory located at 850 Poplar Street, in Pennsylvania, for analysis. Each sample underwent PLM analysis for detection of asbestos fibers in the building materials on a "positive stop" basis, which is defined as follows: when one sample in the sample group has an analysis indicating that the material contains asbestos at a concentration greater than 1%, then the other samples in the group are not analyzed.

1.4.2 LEAD-BASED PAINT

The purpose of the limited lead-based paint survey was to provide information, including analytical information, regarding the presence of suspected lead-based paints present in the Project Area, or present on exposed and accessible structural steel in the Project Area.

This survey was not intended to meet the requirements of a lead inspection of target housing or child-occupied facilities as defined by appropriate Federal, State, and/or local regulatory agencies.

Samples, if collected, were sent to PSI's NLLAP accredited laboratory located at 850 Poplar Street in Pennsylvania, for analysis.



1.5 LIMITATIONS

1.5.1 ASBESTOS LIMITATIONS

This asbestos survey was intended to meet the requirements of the NESHAP for Asbestos renovation. The survey included a thorough inspection of the reported areas of planned renovation associated with the Project Area.

Roof Systems were not included in the scope of this survey.

Destructive sampling, such as behind finished surfaces (plaster/drywall walls, above hard ceilings, etc.) inside mechanical chases, behind mirrored walls, under carpet or tiled floors, etc., was not generally conducted to assess inaccessible or concealed materials.

Although PSI made an attempt to identify all areas of ACM, an exhaustive investigation of void spaces was not included in the scope of services for this project. There may exist conditions which were unable to be identified within the scope of this survey.

Inaccessible is defined as areas of the building that were locked, or where admittance was not permitted. It also includes areas/materials that could not be tested (sampled) without destruction of the structure or a portion of the structure, and areas/materials that could not be safely reached by the inspector or inspection team. In the event that access to a portion of the building was not obtained (which otherwise would have been tested), such limitations specifically are identified in this section.

PSI did not inspect for or sample materials in areas or locations which presented a hazard to the inspection team, such as those associated with energized electrical systems or within confined spaces.

PSI did not collect samples from building elements where the intended use would be compromised by testing, such as fire rated doors, vapor barriers, mirror mastics, etc. If observed, such materials were assumed to be asbestos-containing.

Due to the occupancy of the structure, PSI was generally not able to conduct 'destructive' sampling such as inside wall cavities or above plaster ceilings: therefore, the inspection was limited to areas that were accessible and exposed.

1.5.2 LEAD PAINT LIMITATIONS

This lead paint survey was intended to meet the requirements of the EPA and OSHA for renovation. The survey included a thorough inspection of the reported areas of planned renovation associated with the Project Area following sampling protocol outlined in the HUD guidelines.

Roof Systems were not included in the scope of this survey.



Destructive sampling, such as behind finished surfaces (plaster/drywall walls, above hard ceilings, etc.) inside mechanical chases, behind mirrored walls, under carpet or tiled floors, etc., was not generally conducted to assess inaccessible or concealed materials.

1.5.3 ACCESS LIMITATIONS

PSI did not encounter access issues or areas that were omitted from consideration due to safety concerns or other considerations.

1.5.4 OTHER LIMITATIONS

No other significant exceptions to, or deviations from, the scope of work were made during this assessment.



2.0 SURVEY INFORMATION

NAME OF SURVEYOR:	David Antis
LICENSE/CERTIFICATION NUMBER:	PA-063781
DATE(S) OF SURVEY AND SAMPLING:	April 10, 2024
ESCORT:	no escort



3.0 METHODOLOGY

If available, prior to conducting the survey, PSI reviewed any documents provided by the client, including: drawings, floor plans, historical data, maintenance records, previous survey reports, laboratory reports, etc. for information regarding construction history and building materials. This data was used to focus the walk through and scope of work to be followed over the course of our visual survey and/or sampling.

3.1 ASBESTOS

Survey, sampling, and analysis, procedures were performed in general accordance with the guidelines published by the EPA in 40 CFR Part 763 Subpart E, October 30, 1987 and the OSHA Asbestos Construction Standard, found in 29 CFR 1926.1101. , and in the NESHAP regulation (40 CFR Part 61, April 6, 1973, revised 1990).

3.1.1 VISUAL INSPECTION PROCEDURES

An initial walkthrough of the Project Area was conducted to determine the presence and condition of suspect materials which were physically accessible and/or exposed. Materials which were similar in general appearance were grouped into HAs. In addition, the friability of the suspect material was determined. A material is defined as friable if the material can be reduced to a powder by hand pressure when dry. Non-Friable (NF) materials that are damaged can also be considered friable.

3.1.1.1 HOMOGENEOUS AREA CLASSIFICATIONS

During the walk-through of the Project Area, areas of materials which were visually similar in color, texture, general appearance, and which appeared to have been installed at the same time were determined. Such materials are termed HAs by the EPA AHERA regulation. During this walk-through, the approximate locations of these HAs were also noted. Only materials which were physically accessible and/or exposed and suspected to contain asbestos were identified and placed in HAs.

Following the EPA AHERA inspection protocol, each identified HA was placed in one of the following AHERA classifications for the purposes of determining the number of samples to collect:

- Surfacing Materials: spray or trowel applied to building members;
- TSI: materials generally applied to various mechanical systems; or
- Miscellaneous Materials: any materials which do not fit either of the above categories.

Following the EPA NESHAP inspection protocol, each identified suspect homogeneous material that was confirmed as an ACM was also placed in one of the following NESHAP classifications:

- Friable Materials: NESHAP defines a friable ACM as any material containing more than one percent asbestos that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.



- Category I Non-Friable (Cat. I NF): NESHAP defines a Category I non-friable ACM as packing, gaskets, resilient floor covering (except vinyl sheet flooring products which are considered friable), and asphalt roofing products which contain more than one percent asbestos.
- Category II Non-Friable (Cat. II NF): NESHAP defines a Category II non-friable ACM as any material, except for a Category I non-friable ACM, which contains more than one percent asbestos and cannot be reduced to a powder by hand pressure when dry.

In the NESHAP regulation, a regulated asbestos-containing material (RACM) is defined as any (a) friable asbestos material; (b) Category I Non-Friable ACM that has become friable; (c) Cat. I NF ACM that will be or has been subjected to sanding, grinding, cutting, or abrading; or (d) Category II Non-Friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

3.1.2 SAMPLING PROCEDURES

Following the walk-through, the inspector(s) collected selected samples of exposed and/or physically accessible materials identified as suspect ACM. Sampling was limited to those physically accessible materials not involving the destruction of walls, other building elements, physical barriers, or the structural integrity of the item being tested.

EPA guidelines were used to determine the sampling protocol. Sampling locations were chosen to be representative of the homogeneous area.

Where possible, samples of surfacing material, if present, were collected in general accordance with the EPA random sampling protocol outlined in the EPA publication, "Asbestos in Buildings: Simplified Sampling Scheme for Friable Surfacing Materials" (EPA 560/5-85-030a, October, 1985). The homogeneous area was divided into a grid of nine (9) sub-areas. If nine samples were taken, one sample was taken from each sub-area. If less than nine samples were taken, the EPA random numbering diagram was used to determine which sub-areas would be sampled. While an effort was made to extract the samples from approximately the middle of the sub-area, samples were taken preferentially from already damaged areas or areas which were the least visible.

Samples of TSI and miscellaneous materials were taken as randomly as possible while again attempting to sample already damaged areas so as to minimize disturbance of the material.

After each sample was extracted, where applicable, a spray encapsulant and/or tape covering was applied to the sampled area to prevent potential fiber release.

Some suspect ACM could not be sampled. These suspect asbestos-containing materials were not sampled to avoid compromising the structural integrity of the material. Suspect asbestos-containing materials that were not sampled are assumed to be ACM. If materials that were assumed to be ACM are to be impacted during future renovation or demolition activities, then those materials, if practical, should be sampled and analyzed prior to that renovation or demolition activity or treated as ACM. Based on the analysis of the previously assumed ACM, further action may be required per the EPA NESHAP regulations.



In accordance with the agreement between PSI and the client, roofing materials were not sampled as part of this survey.

3.1.3 ANALYTICAL PROCEDURES

The samples were analyzed at PSI's laboratory, located in Pennsylvania. The PSI laboratory is a NVLAP Accredited (#101350-0) Laboratory. A copy of the Laboratory's Accreditation Certificate is included in the Appendix.

The samples were analyzed for asbestos on a "positive-stop" basis by PLM in accordance with the "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" (EPA 600/M4-82-020). Analysis was performed by visually observing the bulk samples with a stereoscope, followed by slide preparation(s) for microscopic examination and identification.

Using a stereoscope, the microscopist visually estimated relative amounts of each constituent by determining the volume of each constituent in proportion to the total volume of the sample. Next, the samples were then analyzed for asbestos (chrysotile, amosite, crocidolite, anthophyllite, actinolite/tremolite), and fibrous non-asbestos constituents (mineral wool, fiberglass, cellulose, etc.). Asbestos was identified by refractive indices, morphology, color, pleochroism, birefringence, extinction characteristics, and signs of elongation. The same characteristics were used to identify the non-asbestos constituents.

It should be noted that some ACM might not be accurately identified or quantified by PLM. As an example, the original fabrication of vinyl floor tiles routinely involved milling of asbestos fibers to extremely small sizes. As a result, these fibers may go undetected under the standard PLM method. TEM is another method that can provide a more definitive analysis of these materials, but was not in the scope of work for this project.

3.1.3.1 LABORATORY QUALITY CONTROL PROGRAM

The PSI laboratory in Pennsylvania, maintains an in-house quality control program. This program involves blind reanalysis of ten (10) percent of all samples, precision and accuracy controls, and use of standard bulk reference materials. In addition, the laboratory is accredited by NVLAP, which also has quality control procedures inherent in its program.

3.1.4 QUANTIFICATION

Quantities of physically accessible and/or exposed suspect and confirmed ACM were estimated. This estimation was performed by taking approximate measurements in the field or estimating quantities based on as-built mechanical or structural drawings. Materials such as pipe insulation and associated MJP were categorized according to the outside diameter of the insulation. Pipe insulation was quantified by linear footage of the insulation while the actual number of MJPs was counted. Insulation on mechanical equipment such as boilers and duct work was quantified by the square footage of the surface area of suspect insulation.



Similarly, fireproofings, plasters, ceiling and floor tiles, and cementitious panels were measured in square feet of surface area. The quantities of suspect **and** confirmed ACM that were identified during this investigation are reported in the Tables later in this report.

Quantities identified in this report are estimates, are intended as order of magnitude information or for general policy discussions, and should be confirmed by an abatement contractor since renovation or demolition is contemplated.

3.1.5 PHOTOGRAPHIC DOCUMENTATION

Photographs of HAs were taken during the course of this survey. While these photographs were not intended to provide a complete record of the survey, they do provide a visual description of the HA. Photographs of HAs are intended to depict a representative portion of that HA. The captioned photographs taken during this survey are appended.

3.1.6 DRAWINGS

Drawings were prepared to indicate the location of HAs that are identified as ACM and/or assumed to be ACM, and the location of the samples that were collected during the course of this survey. The drawings are not intended to be used for construction purposes. Drawings prepared during the course of this survey are appended.

3.2 LEAD-BASED PAINT

Survey, sampling, and analysis, procedures were performed in general accordance with guidelines from the the EPA and OSHA following the HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* (2012 Edition).

3.2.1 SAMPLING OR TESTING METHODOLOGIES

PSI performed a walk-through of the Project Area to be surveyed, and documented, with written notes and photographs, painted areas, painted or primed structural steel areas, or areas of deteriorated paint observed. If present, PSI estimated the amount of the painted areas (if in excess of 1,000 square feet), painted or primed structural steel, and areas of deteriorated paint observed. PSI also provided an opinion, based on the age of the Project Area, whether the observed paints are potentially lead-based paint. If deteriorated paints were observed, PSI provided an opinion as to the cause of the deteriorated paints.

3.2.2 Sampling Procedures

For paint chip samples, an area of approximately one (1) to two (2) square inches was extracted from coated components down to but not including the substrate. Chip samples were placed in a sealed container, and labeled for analysis. PSI was not responsible for patching, repair, or painting surfaces or substrates following



paint-chip sample collection. The client was advised that surfacing and finish material would be damaged if paint-chip samples were collected and PSI assumes no responsibility or liability for the repair of these damaged areas.

3.2.3 Analytical Procedures

Samples collected were submitted under chain-of-custody to PSI's AIHA, ELLAP accredited laboratory, (ID Number 100373) located at 850 Poplar Street in Pennsylvania, for analysis. The paint-chip samples were analyzed in accordance with Environmental Protection Agency EPA Method SW846 7000B (PSI WI-506 mod.).



4.0 FINDINGS

4.1 ASBESTOS

A total of twenty-nine samples were collected from fourteen suspect HAs during the asbestos survey. In addition, one suspect HA was observed during the asbestos survey but was not sampled and is assumed to contain asbestos until sampling and laboratory analysis can be conducted.

The tables below list the suspect ACM observed in the Project Area. Table 1 lists the materials that were sampled, along with the results of the inspection and laboratory analysis. Table 2 lists the suspect materials that were not able to be sampled and are assumed to be ACM.

The table or tables provide a description of the materials, their general locations, condition, friability, and, if applicable and/or within the scope of work, EPA NESHAP Category, and estimated quantities.

In the following table or tables, items that are confirmed or assumed to be ACM are indicated in **bold** and items that contain less than 1% asbestos, but are not 'no asbestos detected' are indicated by *italics*.



TABLE 1 - SUSPECT ACM - SAMPLED

HA (Number of Samples)	Material Description	Material Location	F/NF	Condition	% Asbestos & Type	EPA NESHAP Category	Estimated Quantity
01 (3)	Black Lab Tabletop	Throughout all Lab Rooms	NF	Good	NAD	NA	NA
02 (2)	Rigid White Caulking	S607 on Lab Tabletops	NF	Dam.	NAD	NA	NA
03 (2)	White Sink Undercoating	2 Sinks in S616	NF	Good	NAD	NA	NA
04 (2)	Black Sink Undercoating	S604 and S608 Sinks	NF	Good	2% Ch	Cat. II NF	2 EA
05 (2)	9x9 White Floor Tile w/ Black Mastic	Throughout Renovation Space	NF	Good	FT-2% Ch MS-3% Ch	Cat. I NF	6000 SF
06 (2)	Grey Covebase w/ Yellow and Brown Adhesive	Exterior Walls and Hallways	NF	Good	CB-NAD AD-NAD	NA	NA
07 (2)	Black Covebase w/ Yellow Adhesive	Lab Casework	NF	Good	CB-NAD AD-NAD	NA	NA
08 (2)	White Expansion Joint Caulking	Expansion Joints in Block Wall	NF	Good	NAD	NA	NA
09 (2)	Window Glazing, Black (4x6 windows)	S604 and S610 Windows	NF	Good	2% Ch	Cat. II NF	2 EA
10 (2)	Window Caulking, Black	S604 and S610 Windows	NF	Good	NAD	NA	NA
11 (2)	Grey Cementitious Board	Fumehoods and cabinetry below	NF	Good	50% Ch	Cat. II NF	5 EA
12 (2)	Drywall and Joint Compound	Walls Throughout	NF	Good	DW-NAD JC-NAD	NA	NA
13 (2)	Red Sheet Floor w/ Yellow Adhesive	Hall Ends	NF	Good	SF-NAD AD-NAD	NA	NA
14 (2)	2x4 Pinholes Ceiling Tile	Throughout	F	Good	NAD	NA	NA

NOTES: F=Friable, NF=Non-Friable; Dam.=Damaged, Sig. Dam.=Significantly Damaged; NAD=No Asbestos Detected, CH=Chrysotile, AM=Amosite, CR=Crocidolite, TR=Tremolite, AC=Actinolite, AN=Anthophyllite, PT=Point Count Analysis; RACM=Regulated ACM, Cat. I NF=Category I Non-Friable ACM, Cat. II NF=Category II Non-Friable ACM; SF=square feet; LF=lineal feet; EA=each; N/A=Not Applicable



TABLE 2 - SUSPECT ACM - ASSUMED

HA	Material Description	Material Location	F/ NF	Condition	EPA NESHAP Category	Estimated Quantity
15	Fumehood Heat Shields	On Fumehoods in S603, S607, S610, and S616	NF	Good	Cat. II NF	5 EA

NOTES: F=Friable, NF=Non-Friable; Dam.=Damaged, Sig. Dam.=Significantly Damaged; RACM=Regulated ACM, Cat. I NF=Category I Non-Friable ACM, Cat. II NF=Category II Non-Friable ACM; N/A=Not Applicable

4.1.1 NON-SUSPECT MATERIAL AND OTHER OBSERVATIONS

In addition, the following materials were observed but are considered 'non-suspect' ACM due to their composition (fiberglass, rubber, etc.) and were not sampled.

- N/A

4.2 LEAD-BASED PAINT

Three (3) paint chip sample was collected from painted components during this investigation. The EPA and HUD define a LBP as any coating having 0.5% or greater lead by weight by laboratory paint chip sample analysis. It should be noted that OSHA regulates paint with any detectable levels of lead.

4.2.1 SAMPLING OR TESTING FINDINGS

4.2.1.1 PAINT-CHIP SAMPLING RESULTS

Results are presented in percent by weight (%).

Sample Identification	Room Number	Color	Substrate	Component	Result
Pb-01	S606	White	Drywall	Wall	0.15
Pb-02	S604	Blue	Metal	Door Frame	0.16
Pb-03	S607	Red	Concrete	Support Beam	1.5

Analytical reports and chains-of-custody are appended to this report.



5.0 CONCLUSIONS

5.1 ASBESTOS

ACM (>1% asbestos) was identified based on the samples collected from the materials at CCAC Boyce.

Assumed ACM was identified in the project area at CCAC Boyce.

Low concentrations of asbestos (trace to 1%) were not identified in the materials sampled at CCAC Boyce.

5.2 LEAD-BASED PAINT

Lead was detected above the regulatory level for a LBP, and detectable levels of lead were found in paint tested at CCAC Boyce.



6.0 RECOMMENDATIONS

6.1 ASBESTOS

ACM or assumed ACM should be maintained in a good, relatively undamaged condition and periodically surveyed, typically through use of an operations and maintenance (O&M) program. Damaged or significantly damaged ACM should be repaired, encapsulated, enclosed or removed.

Prior to any future maintenance, renovation or demolition activities, any assumed ACM should be tested, if practical, or treated as asbestos-containing.

Any areas that were noted as being inaccessible during this project, or any concealed areas, such as behind walls, where suspect ACM is discovered, will need to be sampled and analyzed for ACM, if practical, or suspect materials observed in such areas should be treated as asbestos-containing.

If additional suspect materials not documented in this report are encountered during work activities, the material should be considered asbestos-containing unless bulk sampling is performed and laboratory analysis proves otherwise. The renovation and/or demolition contractor should provide oversight to ensure that additional found suspect ACM is properly tested, if practical, or treated as asbestos-containing.

If materials that were assumed to be ACM are to be impacted during renovation or demolition activities, then those materials should be sampled and analyzed prior to the renovation or demolition activity or treated as ACM. Based on the analysis of previously assumed ACM, further action may be required per the EPA NESHAP regulations.

The Allegheny County Health Department (ACHD) regulates **all** asbestos containing materials as RACM; therefore, all ACMs must be removed prior to demolition or impacting renovations. Federal, State and Local regulations and guidelines should be strictly adhered to when removing the ACM.

The client should consult the EPA's NESHAP standard, the State of Pennsylvania's asbestos regulations, and any local regulations, for additional details regarding asbestos-related demolition or renovation procedures and requirements.

6.2 LEAD-BASED PAINT

According to state and federal guidelines, a paint or surface coating is considered to be "lead-based" or "leaded paint" if its lead concentration is greater than or equal to 1.0 mg/cm² or 0.5% by weight. However, any painted surface where lead was detected above the laboratory reporting limit contains lead according to OSHA. This includes those paints that also meet the definition of lead-based paint and/or paints tested by XRF.



OSHA regulates workers exposure to lead concentrations based on the permissible exposure limit of 50 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$). Therefore, in order to satisfy OSHA requirements, worker protection and monitoring may be required for work activities that disturb paints that contain lead in any amount. In accordance with the OSHA Construction Standard for Lead (29 CFR 1926.62), it is the contractors' responsibility to protect their workers when an employee may be occupationally exposed to lead.

Any renovation activities involving the potential disturbance of lead-based paint coated components in target housing (pre-1978) and child-occupied facilities (as defined in the applicable regulations) shall be performed using properly trained lead workers using control methods listed in accordance with the HUD "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing", and the OSHA Construction Standard for Lead (29 CFR 1926.62). In addition to HUD required training (24 CFR Part 35), effective April 22, 2010, contractors are required to have the proper training and accreditation in accordance with the EPA's Renovation, Repair and Painting Rule (RRP) (40 CFR 745, Subpart E).

In addition, the EPA has issued a pamphlet titled: "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools" which must be provided to the home owner prior to renovation activities in a particular house or unit. Signed acknowledgement that the homeowner or renter/lessee has received the pamphlet is mandatory prior to renovations being performed.

Copies of the latest EPA educational pamphlets, and other information, can be obtained from the EPA's website www.epa.gov/lead.



7.0 WARRANTY AND THIRD PARTY RELIANCE

7.1 STANDARD OF CARE AND WARRANTIES

The field and laboratory results reported herein are considered sufficient in detail and scope to determine the presence of accessible and/or exposed suspect ACM and LBP, for the Project Area. PSI warrants that the findings contained herein have been prepared in general accordance with accepted professional practices at the time of its preparation as applied by professionals in the community. Changes in the state of the art or in applicable regulations cannot be anticipated and have not been addressed in this report.

The survey and analytical methods have been used to provide the client with information regarding the presence of accessible and/or exposed suspect ACM and LBP existing at the time of the survey. Test results are valid only for the material or materials tested. There is a distinct possibility that conditions may exist which could not be identified within the scope of the survey or which were not apparent during the site visit. This survey covered only those areas that were exposed and/or physically accessible to the Inspector.

PSI has assumed that factual information provided to us by the Client, or obtained from governmental sources, the public domain, interviews, and other sources is accurate, unbiased and complete. PSI assumes no liability for the accuracy of data provided to us by others and does not warrant or guarantee that the information provided by these sources is accurate, unbiased or complete.

Our services were not intended to be technically exhaustive. There is a possibility that with the proper application of methodologies, conditions may exist on the property that could not be identified within the scope of the survey or that were not reasonably identifiable from the available information. The report may not represent all conditions at the subject property or project area as it only reflects the information gathered from specific locations on the date of the survey. No inspection can wholly eliminate uncertainty regarding the potential for asbestos in connection with the subject property.

As directed by the client, PSI did not provide any service to investigate or detect the presence of moisture, mold or other biological contaminants in or around any structure, or any service that was designed or intended to prevent or lower the risk of the occurrence of the amplification of the same. Client acknowledges that mold is ubiquitous to the environment with mold amplification occurring when building materials are impacted by moisture. Client further acknowledges that site conditions are outside of PSI's control, and that mold amplification will likely occur, or continue to occur, in the presence of moisture. As such, PSI cannot and shall not be held responsible for the occurrence or recurrence of mold amplification.

No other warranties are implied or expressed.

7.2 RELIANCE

AE Works, PSI's client, may rely on this report.



7.3 THIRD PARTY RELIANCE

This report was prepared pursuant to a contract between PSI and its client. That contractual relationship included an exchange of information about the property that was unique and serves as the basis upon which this report was prepared. Because of the importance of these understandings, our assessment may not be sufficient for the intended purposes of another party.

Reliance or any use of this report by anyone other than those parties identified above for which it was prepared, except with express written permission, is prohibited and therefore not foreseeable to PSI. Any unauthorized reliance on or use of this report, including any of the information or conclusions contained herein, will be at the third party's risk. No warranties or representations expressed or implied in this report are made to any such third party.

Third party reliance letters may be issued:

- upon timely request;
- subject to the permission of our original client; and
- payment of the then-current fee for such letters.

All third parties relying on our report, by such reliance, agree that such reliance is limited by our proposal and/or General Conditions, as applicable.

PHOTOGRAPHS



Photo 1: HA-01



Photo 2: HA-02



Photo 3: HA-05



Photo 4: HA-06



Photo 5: HA-07



Photo 6: HA-08



Photo 7: HA-09



Photo 8: HA-10



Photo 9: HA-11



Photo 10: HA-12

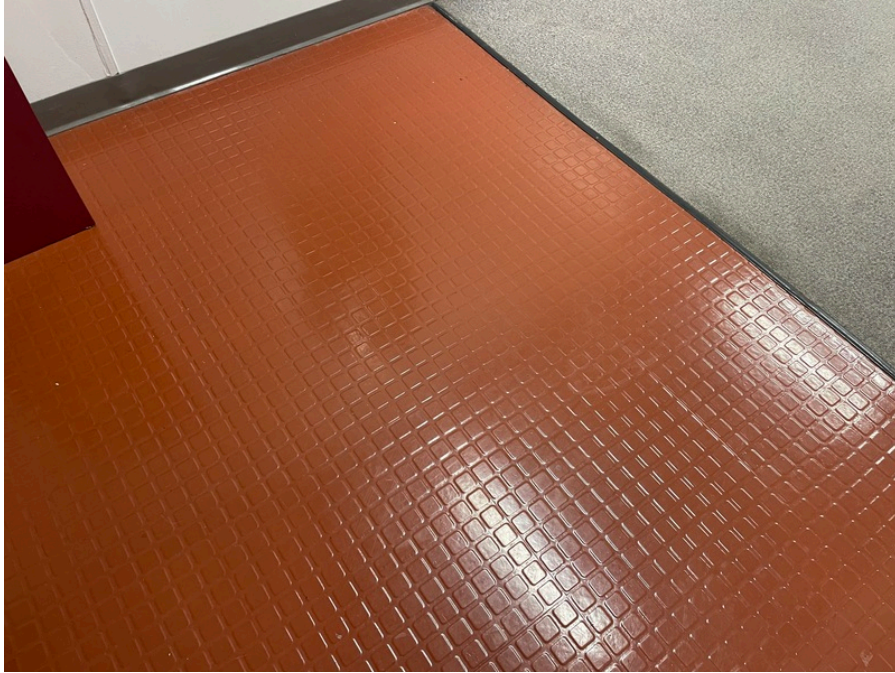


Photo 11: HA-13



Photo 12: HA-14



Photo 13: HA-15

**LABORATORY ANALYTICAL
REPORT AND CHAIN-OF-
CUSTODY DOCUMENTATION**



REPORT OF BULK SAMPLE ANALYSIS FOR ASBESTOS

TESTED FOR: **PSI, Inc.**
850 Poplar Street
Pittsburgh, PA 15220
Attn: David Antis

Project ID: **08165984**
CCAC Boyce
S600s Science Wing
Monroeville, PA

Date Received: **4/11/2024**

Date Completed: **4/18/2024**

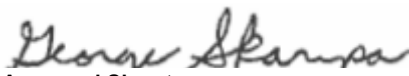
Date Reported: **4/18/2024**

Analyst: **Miranda Badanich** Work Order: **2404250** Page: **1 of 3**

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
01-1	001A	(1) Black, Other, Homogeneous <i>Lab Tabletop</i>	NO ASBESTOS DETECTED	None Reported
01-2	002A	(1) Black, Other, Homogeneous <i>Lab Tabletop</i>	NO ASBESTOS DETECTED	None Reported
01-3	003A	(1) Black, Other, Homogeneous <i>Lab Tabletop</i>	NO ASBESTOS DETECTED	None Reported
02-1	004A	(1) White, Caulking, Homogeneous	NO ASBESTOS DETECTED	None Reported
02-2	005A	(1) White, Caulking, Homogeneous	NO ASBESTOS DETECTED	None Reported
03-1	006A	(1) White, Sink Undercoating, Homogeneous	NO ASBESTOS DETECTED	7% Cellulose Fiber
03-2	007A	(1) White, Sink Undercoating, Homogeneous	NO ASBESTOS DETECTED	7% Cellulose Fiber
04-1	008A	(1) Black, Sink Undercoating, Homogeneous	2% Chrysotile	None Reported
04-2	009A	(1) Black, Sink Undercoating, Homogeneous	2% Chrysotile	None Reported
05-1	010A	(1) White, Floor Tile, Homogeneous (2) Black, Mastic, Homogeneous	2% Chrysotile 3% Chrysotile	None Reported None Reported

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested as received. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

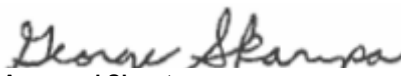
Respectfully submitted,
PSI, Inc.


Approved Signatory
George Skarupa

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
05-2	011A	(1) White, Floor Tile, Homogeneous (2) Black, Mastic, Homogeneous	2% Chrysotile 3% Chrysotile	None Reported None Reported
06-1	012A	(1) Gray, Cove Base, Homogeneous (2) Yellow, Adhesive, Homogeneous <i>Yellow and Brown Adhesive inseparable</i>	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
06-2	013A	(1) Gray, Cove Base, Homogeneous (2) Yellow, Adhesive, Homogeneous <i>Yellow and Brown Adhesive inseparable</i>	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
07-1	014A	(1) Black, Cove Base, Homogeneous (2) Yellow, Adhesive, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
07-2	015A	(1) Black, Cove Base, Homogeneous (2) Yellow, Adhesive, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
08-1	016A	(1) White, Caulking, Homogeneous	NO ASBESTOS DETECTED	15% Talc
08-2	017A	(1) White, Caulking, Homogeneous	NO ASBESTOS DETECTED	15% Talc
09-1	018A	(1) Black, Glazing, Homogeneous	2% Chrysotile	None Reported
09-2	019A	(1) Black, Glazing, Homogeneous	2% Chrysotile	None Reported
10-1	020A	(1) Black, Caulking, Homogeneous	NO ASBESTOS DETECTED	15% Talc
10-2	021A	(1) Black, Caulking, Homogeneous	NO ASBESTOS DETECTED	15% Talc
11-1	022A	(1) Gray, Cementitious Material, Homogeneous	50% Chrysotile	None Reported
11-2	023A	(1) Gray, Cementitious Material, Homogeneous	50% Chrysotile	None Reported
12-1	024A	(1) White, Drywall, Homogeneous (2) White, Joint Compound, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	20% Cellulose Fiber None Reported
12-2	025A	(1) White, Drywall, Homogeneous (2) White, Joint Compound, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	20% Cellulose Fiber None Reported
13-1	026A	(1) Red, Flooring, Homogeneous (2) Yellow, Adhesive, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested as received. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,
PSI, Inc.

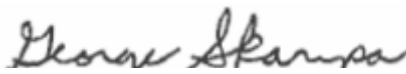

Approved Signatory
George Skarupa

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
13-2	027A	(1) Red, Flooring, Homogeneous (2) Yellow, Adhesive, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
14-1	028A	(1) White, Ceiling Tile, Homogeneous	NO ASBESTOS DETECTED	45% Fibrous Glass 50% Cellulose Fiber
14-2	029A	(1) White, Ceiling Tile, Homogeneous	NO ASBESTOS DETECTED	45% Fibrous Glass 50% Cellulose Fiber

Report Notes: (PT) Point Count Results

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested as received. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,
PSI, Inc.



Approved Signatory
George Skarupa

2404250
(2)

IH Laboratory
850 Poplar Street
Pittsburgh, PA 15220
412-922-4000
IHlab@intertek.com



Stop at First Positive
 YES NO

Chain of Custody Bulk Asbestos

Reporting Information

Company: PSI

Primary Contact: David Antis

Address: _____

Phone: _____

Email(s) for Report: david.antis@intertek.com

Billing Information Same as Reporting

Company: _____

Billing Contact: _____

Address: _____

Phone: _____

Email(s) for Invoice: _____

Projection Information

Project Name: CCAC Boyce Location: Monroeville, PA

Project Number: 08165984 PO Number: _____

Quote Number: _____

Method/ Matrix

<u>PLM</u>		<u>TEM</u>
<input type="checkbox"/> Point Count- 400 Points Gravimetric Reduction: <input type="checkbox"/>	<input checked="" type="checkbox"/> PLM- EPA 600/R-93/116	<input type="checkbox"/> NYELAP 198.4 NOB- Non-Friable-NY TEM
<input type="checkbox"/> Point Count- 1000 Points Gravimetric Reduction: <input type="checkbox"/>	<input type="checkbox"/> RCF-Optical & Physical	<input type="checkbox"/> ASTM D6480- Wipe
<input type="checkbox"/> NYELAP 198.1- Friable- NY	<input type="checkbox"/> NYELAP 198.8- Vermiculite SM-V	<input type="checkbox"/> ASTM D5755- Microvac
<input type="checkbox"/> NYELAP 198.6- Non-Friable-NY		<input type="checkbox"/> NYELAP 198.8 Modified-Vermiculite TEM**
<input type="checkbox"/> Other: _____		<input type="checkbox"/> ASTM D5756 Modified***

**Not suitable for Vermiculite that must comply with the NY State Dept. of Health Asbestos Regulations
***Asbestos Weight Percent in Bulk Material by TEM (Sensitivities down to 0.0005 wt%)

Requested Turnaround Time

RUSH (<12Hrs)* 12 hour (Same Day) 1 Day (Next Day) 2 Day 3 Day 5 Day

*Matrix and Volume dependent- must confirm with lab

Chain of Custody

Relinquished	Received	Analyst
Name: <u>David Antis</u>	Name: <u>Michele Johnson</u>	Name: _____
Date: <u>4.10.24</u>	Date: <u>APR 11 2024</u>	Date: _____
Time: <u>1400</u>	Time: <u>9 AM</u>	Time: _____

Special Instructions



2404250

Project Name: CCAC Boyce S600s Science Wing
Project Location: Monroeville, PA

Date: 4.10.24
Project Number: 08165984

#		Material Description	Sample Location(s)	Quantity	Photo ✓
01	-1	Black Lab Tabletop	S609		
	-2		S608		
	-3		S610		
02	1-2	Rigid White Caulking	S607 Lab Tables		
03	1-2	White Sink Undercoating	2 Sinks in S616		
04	-1	Black Sink Undercoating	S608		
	-2		S604		
05	1-2	9x9 White Floor Tile w/ Black Mastic	Throughout All Rooms		
06	1-2	Grey Covebase w/ Yellow and Brown Adhesive	Throughout all Rooms on Drywall		
07	1-2	Black Covebase and Yellow Adhesive	On Lab Casework		
08	1-2	White Expansion Joint Caulking	On Expansion Joints		
09	1-2	Black Window Glazing	S610 and S604 Glazing		
10	1-2	Black Window Caulking	S610 and S604 Glazing		
11	1-2	Grey Cementitious Board	Fumehoods		
12	1-2	Drywall and Joint Compound	Throughout		
13	1-2	Red Sheet Floor w/ Yellow Adhesive	Hall Endcaps		
14	1-2	2x4 Pinholes Ceiling Tile	Throughout		


APR 11 2024



Analytical Report
Analysis of Paint for Lead Determination

TESTED FOR: PSI, Inc.
850 Poplar Street
Pittsburgh, PA 15220
Attn: Doug Finke

Project ID: 08165984
CCAC Boyce
Monroeville, PA

Date Received: 4/11/2024 **Date Analyzed:** 4/15/2024 **Date of Issue:** 4/17/2024

Analyst: Richard Cornelius **Work Order:** 2404253 **Page:** 1 of 1

Lab Sample #	Client Sample #	% Lead by Weight	Reporting Limit
			% Lead by Weight
001A	PB-01	0.15	0.017
002A	PB-02	0.16	0.018
003A	PB-03	1.5	0.015

Analytical & Prep Method PSI WI-506 mod. EPA SW846 7000B, Rev 2, 2007
PSI WI-502 mod. EPA SW846 3050B, Rev 2, 1996
Analysis was performed by flame AA using a PE PinAAcle 900F.

Reporting limit = 15µg Pb per representative subsample.
Results are based on a representative subsample of the total sample submitted by the client.
AIHA-LAP, LLC #100373; NYELAP ID #10930; CA Lab ID #2377.
Unless otherwise noted, all samples were acceptable upon receipt.
Sample results are not corrected for blanks.
All quality control sample results are within the acceptance range, unless noted.
All results are calculated based on 2 significant figures. Results relate only to items tested as received.
Client submitted data is the determining factor in the accuracy of calculated results.
The attached Chain of Custody is incorporated into and becomes a part of the final report.
This report may not be reproduced, except in full, without written approval of PSI, Inc.

Respectfully submitted,
PSI, Inc.

Approved Signatory
Carl Santavicca



2404253
(2)

IH Laboratory
850 Poplar Street
Pittsburgh, PA 15220
412-922-4000
IHlab@intertek.com

Page 1 of 2

Chain of Custody Chemistry

Reporting Information
Company: <u>PSI</u>
Primary Contact: <u>David Antis</u>
Address: _____
Phone: _____
Email(s) for Report: <u>david.antis@intertek.com</u>

Billing Information <input checked="" type="checkbox"/> Same as Reporting
Company: _____
Billing Contact: _____
Address: _____
Phone: _____
Email(s) for Invoice: _____

Projection Information
Project Name: <u>CCAC Boyce</u> Location: <u>Monroeville, PA</u>
Project Number: <u>08165984</u> PO Number: _____
Quote Number: _____

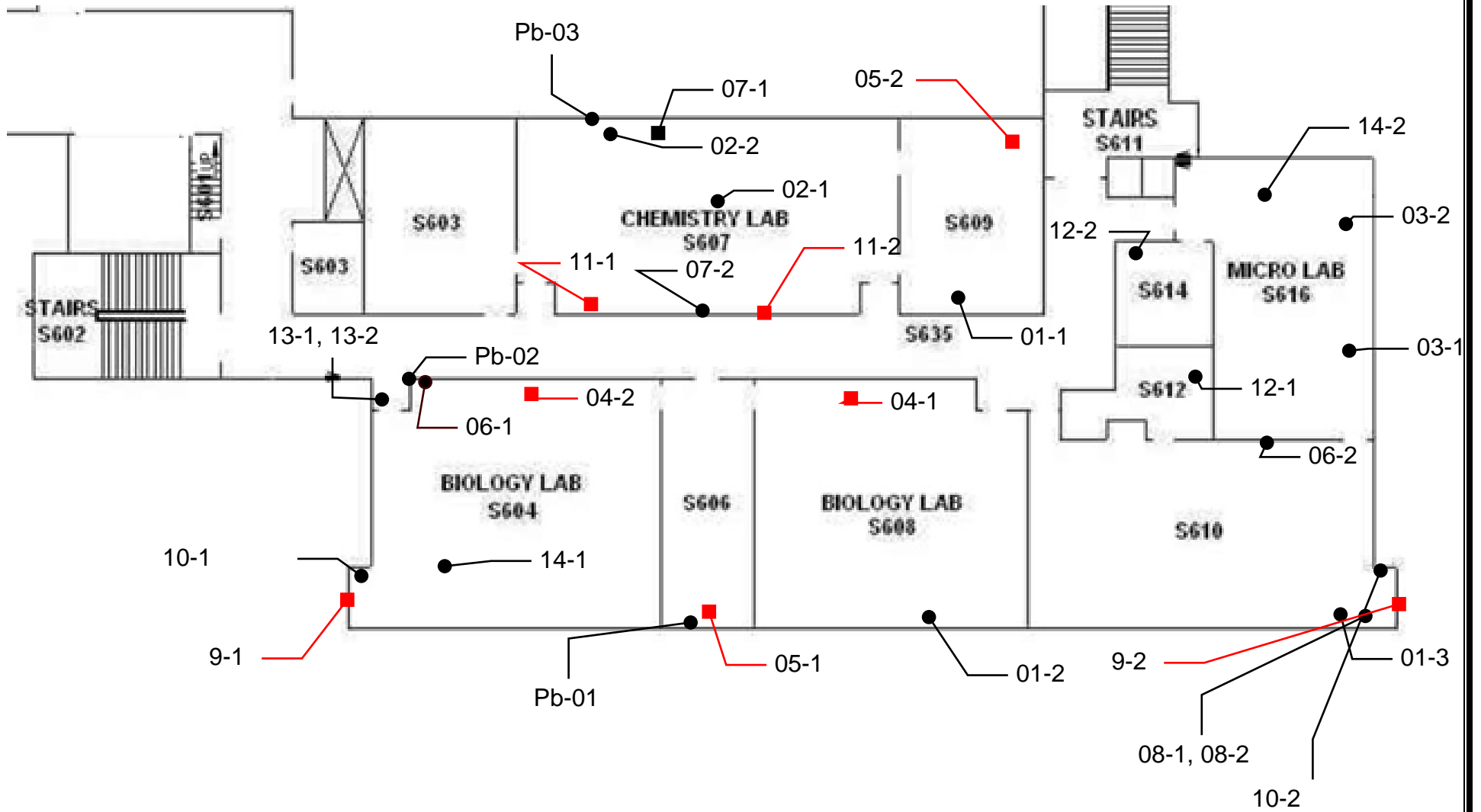
Method/ Matrix
<input type="checkbox"/> NIOSH 7082- Lead in Air
<input type="checkbox"/> EPA SW-846 7420/7000B- Lead in Soil
<input type="checkbox"/> EPA SW-846 7420/7000B- Lead Wipes/ Lead in Dust
<input type="checkbox"/> Other: _____
<input type="checkbox"/> EPA SW-846 7420/7000B- Lead in Paint
<input checked="" type="checkbox"/> EPA SW-846 7420/7000B- Lead in Paint
<input type="checkbox"/> Ceramics**
<input type="checkbox"/> TCLP (Lead Only)**
<input type="checkbox"/> Cadmium
<input type="checkbox"/> Chromium

Requested Turnaround Time
<input type="checkbox"/> RUSH (<12Hrs)* <input type="checkbox"/> 12 hour (Same Day) <input type="checkbox"/> 1 Day (Next Day) <input type="checkbox"/> 2 Day <input type="checkbox"/> 3 Day <input checked="" type="checkbox"/> 5 Day
*Matrix and Volume dependent- must confirm with lab. **Expedited testing not available for TCLP or Ceramics.


Chain of Custody
Relinquished
Name: <u>David Antis</u> Date: <u>4.10.24</u> Time: <u>1400</u>
Name: _____ Date: _____ Time: _____
Received
Name: <u>Michele Johnson</u> Date: <u>APR 11 2024</u> Time: <u>9 AM</u>
Name: _____ Date: _____ Time: _____
Analyst
Name: _____ Signature: _____ Date: _____

Special Instructions

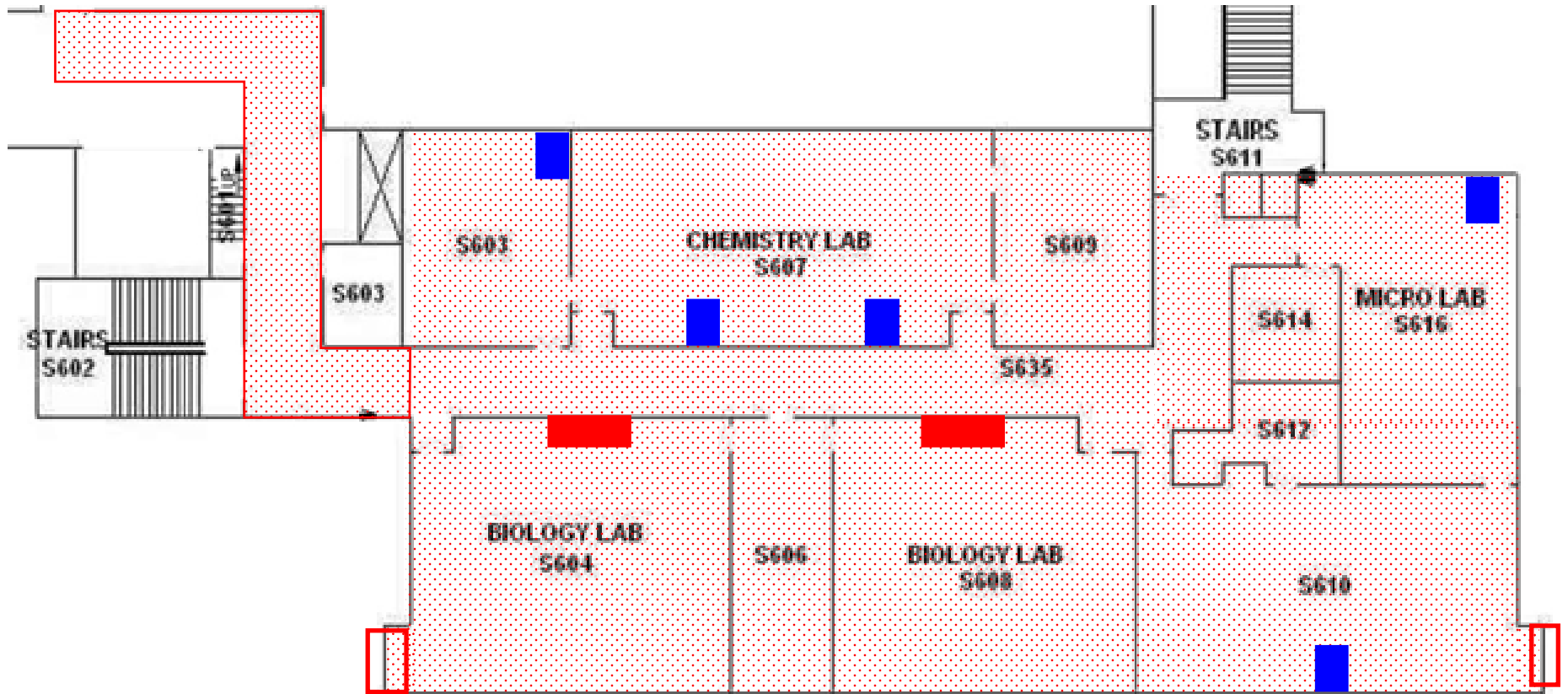
DRAWINGS








KEY	
●	Non-Asbestos Containing Material
■	Asbestos Containing Material


SAMPLE LOCATION MAP
CCAC Boyce
Science Wing
Renovation

DATE	PROJ. NO.	
------	-----------	--



ACM Map  ACM Floor Tile and Mastic	 Sink with ACM Undercoating	 Window w/ ACM Glazing	 ACM Fumehood	DATE: 4.22.24	
				PROJECT NAME: CCAC Boyce	
				PROJECT NO.: 08165984	
				DRAWING NO. 2	

LABORATORY ACCREDITATIONS



AIHA Laboratory Accreditation Programs, LLC

acknowledges that

Intertek-PSI, Inc.

850 Poplar St Pittsburgh, PA 15220-2828

Laboratory ID: LAP-100373

along with all premises from which key activities are performed, as listed above, has fulfilled the requirements of the AIHA Laboratory Accreditation Programs (AIHA LAP), LLC accreditation to the ISO/IEC 17025:2017 international standard, General Requirements for the Competence of Testing and Calibration Laboratories in the following:

LABORATORY ACCREDITATION PROGRAMS

<input checked="" type="checkbox"/>	INDUSTRIAL HYGIENE	Accreditation Expires: July 01, 2024
<input checked="" type="checkbox"/>	ENVIRONMENTAL LEAD	Accreditation Expires: July 01, 2024
<input checked="" type="checkbox"/>	ENVIRONMENTAL MICROBIOLOGY	Accreditation Expires: July 01, 2024
<input type="checkbox"/>	FOOD	Accreditation Expires:
<input type="checkbox"/>	UNIQUE SCOPES	Accreditation Expires:

Specific Field(s) of Testing (FoT)/Method(s) within each Accreditation Program for which the above named laboratory maintains accreditation is outlined on the attached Scope of Accreditation. Continued accreditation is contingent upon successful on-going compliance with ISO/IEC 17025:2017 and AIHA LAP, LLC requirements. This certificate is not valid without the attached Scope of Accreditation. Please review the AIHA LAP, LLC website (www.aihaaccreditedlabs.org) for the most current Scope.

A handwritten signature in cursive script that reads 'Cheryl O. Morton'.

Cheryl O Morton
Managing Director, AIHA Laboratory Accreditation Programs, LLC



AIHA Laboratory Accreditation Programs, LLC

SCOPE OF ACCREDITATION

Intertek-PSI, Inc.
850 Poplar St Pittsburgh, PA 15220-2828

Laboratory ID: LAP-100373
Issue Date: 07/01/2022

The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory's current accreditation status for the particular field(s) of testing/Methods, since these can change due to proficiency status, suspension and/or withdrawal of accreditation.

Industrial Hygiene Laboratory Accreditation Program (IHLAP)

Initial Accreditation Date: 03/01/1987

IHLAP Scope Category	Field of Testing (FOT)	Technology sub-type/Detector	Published Reference Method/Title of In-house Method	Component, parameter or characteristic tested
Asbestos/Fiber Microscopy Core	Phase Contrast Microscopy (PCM)	-	NIOSH 7400	Asbestos/Fibers

A complete listing of currently accredited IHLAP laboratories is available on the AIHA LAP, LLC website at: <http://www.aihaaccreditedlabs.org>



AIHA Laboratory Accreditation Programs, LLC

SCOPE OF ACCREDITATION

Intertek-PSI, Inc.

850 Poplar St Pittsburgh, PA 15220-2828

Laboratory ID: LAP-100373

Issue Date: 07/01/2022

The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory's current accreditation status for the particular field(s) of testing/Methods, since these can change due to proficiency status, suspension and/or withdrawal of accreditation.

Environmental Microbiology Laboratory Accreditation Program (EMLAP)

Initial Accreditation Date: 07/01/2005

EMLAP Scope Category	Field of Testing (FOT)	Component, parameter or characteristic tested	Method	Method Description <i>(for internal methods only)</i>
Fungal	Air - Direct Examination	Spore Trap	WI-620	In House: Direct Microscopic Examination of Spore Traps
Fungal	Bulk - Direct Examination	Bulk	WI-621	In House: Direct Microscopic Examination of Surface and Bulk Samples
Fungal	Surface - Direct Examination	Swab, Tape Lifts	WI-621	In House: Direct Microscopic Examination of Surface and Bulk Samples

A complete listing of currently accredited EMLAP laboratories is available on the AIHA LAP, LLC website at:
<http://www.aihaaccreditedlabs.org>



AIHA Laboratory Accreditation Programs, LLC

SCOPE OF ACCREDITATION

Intertek-PSI, Inc.
850 Poplar St Pittsburgh, PA 15220-2828

Laboratory ID: LAP-100373
Issue Date: 07/01/2022

The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory's current accreditation status for the particular field(s) of testing/Methods, since these can change due to proficiency status, suspension and/or withdrawal of accreditation.

The EPA recognizes the AIHA LAP, LLC ELLAP program as meeting the requirements of the National Lead Laboratory Accreditation Program (NLLAP) established under Title X of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and includes paint, soil and dust wipe analysis. Air and composited wipes analyses are not included as part of the NLLAP.

Environmental Lead Laboratory Accreditation Program (ELLAP)

Initial Accreditation Date: 06/01/1996

Component, parameter or characteristic tested	Technology sub-type/Detector	Method	Method Description (for internal methods only)
Airborne Dust	AA	NIOSH 7082	N/A
Paint	AA	EPA SW-846 3050B	N/A
		EPA SW-846 7000B	N/A
Settled Dust by Wipe	AA	EPA SW-846 3050B	N/A
		EPA SW-846 7000B	N/A
Soil	AA	EPA SW-846 3050B	N/A
		EPA SW-846 7000B	N/A

A complete listing of currently accredited ELLAP laboratories is available on the AIHA LAP, LLC website at:
<http://www.aihaaccreditedlabs.org>

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 101350-0

Intertek-PSI, Inc.

Pittsburgh, PA

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).*

2023-07-01 through 2024-06-30

Effective Dates



For the National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

Intertek-PSI, Inc.

*PSI, Inc.
850 Poplar Street
Pittsburgh, PA 15220
Morgan Ryan
Phone: 304-670-8925
Email: morgan.ryan@intertek.com
http://www.intertek.com*

ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 101350-0

Bulk Asbestos Analysis

Code

Description

18/A01

EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples



18/A03

EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Airborne Asbestos Analysis

Code

Description

18/A02

U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.



For the National Voluntary Laboratory Accreditation Program

PERSONNEL ACCREDITATIONS

Professional Training Associates, Inc.

ASBESTOS BUILDING INSPECTOR Refresher Training Course

David M. Antis

has successfully completed the Asbestos Building Inspector Refresher Course and passed the course examination for purposes of accreditation under Section 206 of Title II of the Toxic Substance Control Act (TSCA). Conducted by Professional Training Associates, Inc., 46 South Linden Street, Suite C, Duquesne, PA 15110, (412) 460-0266.

ANTSDA
B/R030724DUQUESN

Location: Duquesne, PA

Examination: March 7, 2024

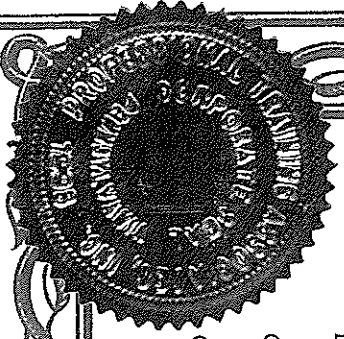
Course Date: March 7, 2024

Expiration: March 7, 2025

Course Director:

William W. Tomlinson

Certificate Number: PTA 24 - 23-64808



Professional Training Associates, Inc.

ASBESTOS MANAGEMENT PLANNER

Refresher Training Course

David M. Antis

has successfully completed the Asbestos Management Planner Refresher Course and passed the course examination for purposes of accreditation under section 206 of Title II of the Toxic Substance Control Act (TSCA). Conducted by Professional Training Associates, Inc., 46 South Linden Street, Suite C, Duquesne, PA 15110, (412) 460-0266.

ANTSDA
MPPR030724DUQUESN

Location: Duquesne, PA

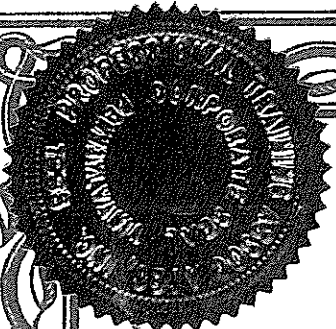
Examination: March 7, 2024

Course Date: March 7, 2024

Expiration: March 7, 2025

Course Director: 
William W. Tomlinson

Certificate Number: PTA 24 - 24-64822



PRE-BID SIGN IN SHEET
 BID 1148 - BIOLOGY LAB RENOVATIONS - BOYCE CAMPUS
 12:30 PM - APRIL 30, 2026

Name	Company	Email	Phone
Rob Childs	Air Mechanical Services	vinnym32@icloud.com	724.775.2832
Ken Guido	Allegheny Construction Group	kguido@acginc.com	412.221.0500
Matt Benson	Automated Logic	matthew.benson1@carrier.com	814.323.2256
Brent Matey	Caliber Contracting Services	jdonahoe@calibercontractingservices.com	412.205.8283
Gilberto Zavala	Dimar Industries LLC	gilberto.zavala@dimarindustriesllc.com	412.475.1270
Lucas Salaske	East West Manufacturing & Supply Co Inc	lucas@eastwestmfg.com	412.523.6750
Vinny Butera	Fallon Electric	vbutera@fallonelectric.net	412.563.4100
Andrew Cressler	Franklin Interiors Inc (Flooring)	acressler@franklininteriors.com	412.965.1951
Stephen Stribling	FSS	stephen.stridling@goldbeltfed.com	412.294.2935
Billie Jo Graham	Graham Construction	megan@graham-construction.net	724.566.3244
Andrew Giesey	Hanlon Electric	ajgiesey@hanlonelectric.com	412.795.6100
Luke Hudson	Hudson Construction Inc	lsh@hudsonconstruction.com	724.962.1980
Jared Boards	Hunt Valley Environmental	jaredb@henv.com	724.323.2873
Dawson Cadamore	Johnson Controls	dawson.cadamore@jci.com	878.250.9177
Sam Krempasky	Johnson Controls	sam.krempasky@jci.com	412.420.9939
Jerry Hnat	L Cannon Communications	jshnat@lcannoncomm.com	412.287.2012

PRE-BID SIGN IN SHEET
 BID 1148 - BIOLOGY LAB RENOVATIONS - BOYCE CAMPUS
 12:30 PM - APRIL 30, 2026

Name	Company	Email	Phone
Joe Lyons	L & P Contracting	jlyons@lpcontracting.info	412.510.8840
George Hamm	Laco Contracting Company	lacocontracting@yahoo.com	412.689.6309
Jason Dillon	Lugaila Mechanical	jason@lugaila.net	724.984.5411
Jim Manion	Manion Plumbing Inc	manionplumbing@verizon.net	412.906.0123 Cell 412.831.5164 Office
Brett Ringler	Mare Solutions Inc	bringler@mare-solutions.com	330.464.0150
Zak Sovek	Massaro	bids@massarocorporation.com	412.559.1895
Jared Yantek	MBM Contracting Inc	jaredy@mbmcontracting.com bids@mbmcontracting.com	412.992.8281
Dave McRandal	McRandal Co Inc	mcrandalco@smail.com	412.820.9366
Robert Schroth	Neis Collective	robert.schroth@neis.com	724.562.6145
Matt Richner	Neis Collective	matthew.richner@neis.com	724.316.8854
Michael Lapiana	Paramount Contract Services	mlapiana.pcspgh.com	412.445.9960
Wes Bartholomew	Phoenix Roofing	wesb@birdandbearsvsc.com	412.778.8845
Anthony Petrillo	R & B Mechanical Inc	estimates@randbmechanical.com	412.655.0147
Micah Grafton	Right Electric	mgrafton@rightelectric.com	724.954.8443
Hayden Novosel	Sargent Electric	hnovosel@sargent.com pghbids@sargent.com	412.523.1788
Ray Galway	Sentry - Mechanical	rgalway@sentry-mechanical.com	412.738.4311

PRE-BID SIGN IN SHEET
BID 1148 - BIOLOGY LAB RENOVATIONS - BOYCE CAMPUS
12:30 PM - APRIL 30, 2026

Name	Company	Email	Phone
Ed Grabigel	Spectrum Environmental LLC	egrabigel@spectrum.env.com	724-575-7421
Mac McAleavey	SSM Industries Inc	estimating@ssmi.biz	412.777.5100
Keith Svitek	Tail Industries Inc	ksvitek@tail-industries.com	412.779.0875
Bryan Clark	Tedco Construction Corp	bryan.clark@tedco.com	412.276.8080
Scott Jones	TBI Contracting	scott@tbicontracting.comdthorton@tbicontracting.com	412.896.1435
Michale Del Bene	TRE Construction	michael.delbene@treconstruction.net	412.720-9062
Jeff Prager	Waller Corporation	infowallercorporation.com	724.223.9680
Rob Henne	Wellington Power	rdenne@wellingtonpower.com	412.297.3161
Michael Wetmiller	Wellington Power	mwetmiller@wellingtonpower.com	724.816.6681
Wayne Perry	Wellington Power	wperry@wellingtonpower.com	412.287.9647
John Uranker	Wheels Mechanical (Plumbing)	john@wheelsmechanical.com	412.405.9760