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SPECIFICATIONS FOR:

FALLS TOWNSHIP WATERFRONT PARK
FALLS TOWNSHIP, PENNSYLVANIA

HT168.F35S64 1981 c.1

SPECIFICATIONS FOR

FALLS TOWNSHIP WATERFRONT PARK

TOWNSHIP OF FALLS,
FALLSINGTON, PENNSYLVANIA

Uniplan



a professional association of
architects, engineers and planners

350 Alexander Street
Princeton, New Jersey 08540

609-924-6789

30 June 1981

FALLS TOWNSHIP WATERFRONT PARK

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FALLS TOWNSHIP WATERFRONT PARK

ADVERTISEMENT FOR BIDS

The Township of Falls, Pennsylvania, will receive sealed proposals for the Falls Township Waterfront Park in the Township of Falls, Pennsylvania.

1. Time: 4:00 P.M. E.S.T.
2. Location: Falls Township Municipal Building, 285 Yardley Avenue, Fallsington, Pennsylvania.
3. No bids will be received or considered by telephone or telegraph.
4. Opening: 8:00 P.M. E.S.T.
5. Pre-Bid Conference - 10:00 A.M. E.S.T.
at the Falls Township Municipal Building.

Proposals will be publicly opened and read by the Township of Falls at 8:00 p.m. E.S.T. The award will be made to the lowest responsible bidder based upon the base bid together with selected alternates as the Falls Township's interests may appear.

The bid documents for the project may be obtained at the Architect's office: UNIPLAN, 350 Alexander Street, Princeton, New Jersey, 08540, and at the Falls Township Municipal Building, 285 Yardley Avenue, Fallsington, Pennsylvania by depositing \$25.00 for each set in the form of cash or check made payable to UNIPLAN.

All documents requested to be forwarded to bidders will be at the bidder's expense and will be shipped via the best mode available.

Deposits will be refunded to bidders upon the return of the bid documents in good condition within thirty (30) days after the bid opening date. Refunds to non-bidders will not be made after the bid opening.

For the convenience of bidders, sets of drawings and specifications will be on file in the Architect's office, and at the Falls Township Municipal Building, 285 Yardley Avenue, Fallsington, Pennsylvania.

Each bidder must submit the following documents along with the Form of Proposal

1. A certified check or cashiers check payable to the Owner in the amount of ten (10%) percent of the bid amount, or a Bid Bond in the same amount.
2. Non-Collusion Affidavit
3. Separate certificate of a Surety Company stating that it will provide bidder with the Performance and Payment Bonds required by these documents in the event a contract is awarded to the bidder.
4. Contractor's Qualification Statement.

Proposals shall only be submitted on the form of proposal provided and shall be based only on the materials, construction and equipment described in the specifications and/or on the drawings.

FALLS TOWNSHIP WATERFRONT PARK

No changes in price or terms and conditions will be considered after the bids have been opened.

This project is being funded through a grant made available to Falls Township from the Office of Coastal Zone Management, National Oceanic and Atmospheric Administration, U. S. Department of Commerce and therefore, federal prevailing wage rates, equal employment opportunity and other federal contract standards shall apply.

The Township of Falls reserves the right to reject any and all Proposals or any parts thereof, to waive informalities in the bidding and to accept Proposals deemed most favorable to the interests of the Township after all bids have been examined and evaluated.

Interested Contractors are requested to notify the Architects, UNIPLAN, as soon as possible so that the necessary documents may be made available for their use.

The agent or representative for the Owner shall be the Architects, UNIPLAN.

END OF ADVERTISEMENT FOR BIDS

INSTRUCTIONS TO BIDDERS

ARTICLE 1 DEFINITIONS

1.1 Bidding Documents include the Advertisement or Invitation to Bid, Instructions to Bidders, the bid form, other sample bidding and contract forms and the proposed Contract Documents including any Addenda issued prior to receipt of bids. The Contract Documents proposed for the Work consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications and all Addenda issued prior to and all Modifications issued after execution of the Contract.

1.2 All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by addition, deletions, clarifications or corrections.

1.4 A Bid is a complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.

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

1.6 An Alternate Bid for Alternates is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents or in the proposed Contract Documents.

1.8 A Bidder is a person or entity who submits a Bid.

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

2.1 Each Bidder by making his Bid represents that:

2.1.1 He has read and understands the Bidding Documents and his Bid is made in accordance therewith.

2.1.2 He has visited the site, has familiarized himself with the local conditions under which the Work is to be performed and has correlated his observations with the requirements of the proposed Contract Documents.

2.1.3 His Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of any missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and his deposit will be refunded.

3.1.2 Bidding Documents will not be issued directly to Sub-bidders or others unless specifically offered in the Advertisement or Invitation to Bid.

3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor the Architect assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.4 The Owner or the Architect in making copies of the Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 Bidders and Sub-bidders shall promptly notify the Architect of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

3.2.3 Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

3.3 SUBSTITUTIONS

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

3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been re-

ceived by the Architect at least ten days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other Work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

3.3.3 If the Architect approves any proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

3.3.4 No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents.

3.4 ADDENDA

3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of Bidding Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

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

3.4.4 Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge their receipt in his Bid.

ARTICLE 4

BIDDING PROCEDURE

4.1 FORM AND STYLE OF BIDS

4.1.1 Bids shall be submitted on forms identical to the form included with the Bidding Documents, in the quantity required by Article 9.

4.1.2 All blanks on the bid form shall be filled in by typewriter or manually in ink.

4.1.3 Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

4.1.4 Any interlineation, alteration or erasure must be initialed by the signer of the Bid.

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

4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of his bid security, state his refusal to accept award of less than the combination of Bids he so stipulates. The Bidder shall make no additional stipulations on the bid form nor qualify his Bid in any other manner.

4.1.7 Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a

sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4.2 BID SECURITY

4.2.1 If so stipulated in the Advertisement or Invitation to Bid, each Bid shall be accompanied by a bid security in the form and amount required by Article 9 pledging that the Bidder will enter into a contract with the Owner on the terms stated in his Bid and will, if required, furnish bonds as described hereunder in Article 7 covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Subparagraph 6.2.1.

4.2.2 If a surety bond is required it shall be written on AIA Document A310, Bid Bond, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his power of attorney.

4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

4.3 SUBMISSION OF BIDS

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

4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement or Invitation to Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.

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

4.3.4 Oral, telephonic or telegraphic Bids are invalid and will not receive consideration.

4.4 MODIFICATION OR WITHDRAWAL OF BID

4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting his Bid.

4.4.2 Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram; if by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid.

4.4.3 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

4.4.4 Bid security, if any is required, shall be in an amount sufficient for the Bid as modified or resubmitted.

ARTICLE 5

CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

5.1.1 Unless stated otherwise in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be opened publicly and will be read aloud. An abstract of the Base Bids and Alternate Bids, if any, will be made available to Bidders. When it has been stated that Bids will be opened privately, an abstract of the same information may, at the discretion of the Owner, be made available to the Bidders within a reasonable time.

5.2 REJECTION OF BIDS

5.2.1 The Owner shall have the right to reject any or all Bids and to reject a Bid not accompanied by any required bid security or by other data required by the Bidding Documents, or to reject a Bid which is in any way incomplete or irregular.

5.3 ACCEPTANCE OF BID (AWARD)

5.3.1 It is the intent of the Owner to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive any informality or irregularity in any Bid or Bids received and to accept the Bid or Bids which, in his judgment, is in his own best interests.

5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in Article 9, and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.

ARTICLE 6

POST BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

6.1.1 Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

6.2 OWNER'S FINANCIAL CAPABILITY

6.2.1 The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that the Owner has made financial arrangements to fulfill the Contract obligations. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Owner-Contractor Agreement.

6.3 SUBMITTALS

6.3.1 The Bidder shall, within seven days of notification of selection for the award of a Contract for the Work, submit the following information to the Architect:

- 1 a designation of the Work to be performed by the Bidder with his own forces;
- 2 the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work;
- 3 a list of names of the Subcontractors or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

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

6.3.3 Prior to the award of the Contract, the Architect will notify the Bidder in writing if either the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. If the Owner or Architect has reasonable objection to any such proposed person or entity, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute person or entity with an adjustment in his bid price to cover the difference in cost occasioned by such substitution. The Owner may, at his discretion, accept the adjusted bid price or he may disqualify the Bidder. In the event of either withdrawal or disqualification under this Subparagraph, bid security will not be forfeited, notwithstanding the provisions of Paragraph 4.4.1.

6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and the Architect have made no reasonable objection under the provisions of Subparagraph 6.3.3 must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and the Architect.

ARTICLE 7

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.1 BOND REQUIREMENTS

7.1.1 Prior to execution of the Contract, if required in Article 9 hereinafter, the Bidder shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as the Owner may prescribe. Bonds may be secured through the Bidder's usual sources. If the furnish-

ing of such bonds is stipulated hereinafter in Article 9, the cost shall be included in the Bid.

7.1.2 If the Owner has reserved the right to require that bonds be furnished subsequent to the execution of the Contract, the cost shall be adjusted as provided in the Contract Documents.

7.1.3 If the Owner requires that bonds be obtained from other than the Bidder's usual source, any change in cost will be adjusted as provided in the Contract Documents.

7.2 TIME OF DELIVERY AND FORM OF BONDS

7.2.1 The Bidder shall deliver the required bonds to the Owner not later than the date of execution of the Contract, or if the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

7.2.2 Unless otherwise required in Article 9, the bonds

shall be written on AIA Document A311, Performance Bond and Labor and Material Payment Bond.

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

ARTICLE 8

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

8.1 FORM TO BE USED

8.1.1 Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor, where the basis of payment is a Stipulated Sum.

ARTICLE 9

SUPPLEMENTARY INSTRUCTIONS

FALLS TOWNSHIP WATERFRONT PARK

FORM OF PROPOSAL FOR SINGLE LUMP SUM BID

PROPOSAL OF _____

FOR THE FALLS TOWNSHIP WATERFRONT PARK FOR THE TOWNSHIP OF FALLS,
BUCKS COUNTY, PENNSYLVANIA

TO: The Township of Falls
285 Yardley Avenue
Fallsington, Pennsylvania 19054

Gentlemen:

Having carefully read and examined the Instructions to Bidders and the Specifications and Drawings titled "Falls Township Waterfront Park" and having inspected the premises and conditions affecting the work, the Undersigned proposes to furnish everything called for by the said documents, for the sum of:

_____ Dollars
(\$ _____) for the Base Bid Work

<u>ALTERNATE BIDS</u>	<u>ADD</u>	<u>DEDUCT</u>
No. 1 Deleting the paving, trees and furniture of the southeast portion of the picnic area	\$ _____	\$ _____
No. 2 Adding the removal of undergrowth and small trees along the southeast edge of the site	\$ _____	\$ _____

If he be notified of the acceptance of this proposal within forty five (45) calendar days of the time set for the opening of bids, the Undersigned agrees to execute a Contract for the above work, for the above stated compensation, and in the allotted time.

The Undersigned further agrees, if awarded the Contract, to execute and deliver to the Owner at the time of signing the Contract, a surety bond in the amount equal to the total sum and in a stipulated form. The sufficiency and legality of the bond shall be determined by the counsel of the Owner, whose opinion will be final.

Bidder acknowledges receipt of the following Addenda:

Addendum Number	Date of Addendum
_____	_____
_____	_____
_____	_____

We propose that all work will be substantially complete within one hundred eighty (180) calendar days following the date of contract signing or receipt of Notice to Proceed whichever is first.

FALLS TOWNSHIP WATERFRONT PARK

PROPOSAL OF _____

FOR THE FALLS TOWNSHIP WATERFRONT PARK FOR THE TOWNSHIP OF FALLS,
BUCKS COUNTY, PENNSYLVANIA

Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted. Also attached is a Statement of Bidder's Qualifications.

The Bidder represents that he (has) (has not), participated in a previous contract or subcontract subject to either the Equal Opportunity Clause herein or the clause originally contained in Section 301 of Executive Order No. 10925; that he (has) (has not) filed all required compliance reports; and has representation indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. The Bidder further represents that he will, if required, submit, and require proposed subcontractors to submit, a compliance report prior to the award of the contract or subcontract. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the clause).

DATED: _____

SIGNED: (All signatures are to be in longhand)

Signature of Bidder: _____

By: _____ Tel.No. _____

Address of Bidder: _____

END OF PROPOSAL

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A305

Contractor's Qualification Statement

Required in advance of consideration of application to bid or as a qualification statement in advance of award of contract. Approved and recommended by The American Institute of Architects and The Associated General Contractors of America.

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

SUBMITTED TO:

SUBMITTED BY:
NAME:
ADDRESS:
PRINCIPAL OFFICE:

Corporation ☐
Partnership ☐
Individual ☐
Joint Venture ☐
Other ☐

(Note: Attach Separate Sheets As Required)

- 1.0 How many years has your organization been in business as a general contractor?
- 2.0 How many years has your organization been in business under its present business name?
- 3.0 If a corporation answer the following:
 - 3.1 Date of incorporation:
 - 3.2 State of incorporation:
 - 3.3 President's name:
 - 3.4 Vice-president's name(s):
 - 3.5 Sec'y or Clerk's name:
 - 3.6 Treasurer's name:

4.0 If individual or partnership answer the following:

4.1 Date of organization:

4.2 Name and address of all partners (State whether general or limited partnership):

5.0 If other than corporation or partnership, describe organization and name principals:

6.0 We normally perform _____ % of the work with our own forces. List trades below:

7.0 Have you ever failed to complete any work awarded to you? If so, note when, where, and why:

8.0 Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a construction contract? If so, state circumstances:

9.0 List name of project, owner, architect, contract amount, percent complete and scheduled completion of the major construction projects your organization has in process on this date:

10.0 List the name of project, owner, architect, contract amount, date of completion, percent of work with own forces of the major projects your organization has completed in the past five years:

11.0 List the construction experience of the principal individuals of your organization:

12.0 List states and categories in which your organization is legally qualified to do business:

13.0 Trade References:

14.0 Bank References:

15.0 Name of Bonding Company and name and address of agent:

16.0 Attach Statement of Financial Conditions, including Contractor's latest regular dated financial statement or balance sheet which must contain the following items:

Current Assets: (Cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, and materials and prepaid expenses), net fixed assets and other assets.

Current Liabilities: (Accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owners, accrued salaries, accrued payroll taxes), other liabilities, and capital (capital stock, authorized and outstanding shares par values, earned surplus).

Date of statement or balance sheet:

Name of firm preparing statement:

17.0 Dated at

this

day of

19

Name of Organization:

By:

Title:

18.0

I, _____, being duly sworn deposes and says that he (she) is
the _____ of _____, Contractor(s)
and that answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this _____ day of

19

Notary Public:

My Commission Expires:

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

as Principal, hereinafter called the Principal, and

a corporation duly organized under the laws of the State of
as Surety, hereinafter called the Surety, are held and firmly bound unto

as Oblige, hereinafter called the Oblige, in the sum of

Dollars (\$),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding
or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty
hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract
with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain
in full force and effect.

Signed and sealed this _____ day of _____ 19____

_____	{	_____ (Principal) _____ (Seal)
(Witness)		_____ (Title)
_____	{	_____ (Surety) _____ (Seal)
(Witness)		_____ (Title)

FALLS TOWNSHIP WATERFRONT PARK

NON-COLLUSION AFFIDAVIT

Project: Falls Township Waterfront Park
Falls Township, Pennsylvania

Bid Due
Date: _____

STATE OF PENNSYLVANIA
TOWNSHIP OF FALLS

SS:

I _____ of the City of _____ in
the County of _____ and the State of _____ of full
age, being duly sworn according to law on my oath depose and say that: I am
_____ of
the Firm of _____ the
Bidder making the Bid for the above named Project, and that I executed the said Bid with
full authority so to do; that said Bidder has not, directly or indirectly entered into any
agreement, participated in any collusion, or otherwise taken any action in restraint of free,
competitive bidding in connection with the above named Project; and that all statements
contained in said Bid, and in this affidavit are true and correct, and made with full
knowledge that the Township of Falls relies upon the truth of the said statements in
awarding the Contract for the said Project.

Subscribed and Sworn to
before me this _____ day
of _____ 19 ____ .

Notary Public of
My Commission expires _____, 19 ____ .

CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: _____

Address and Zip Code: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes ☐ No ☐ (If answer is yes, identify the most recent contract.)
2. Compliance reports were required to be filed in connection with such contract or subcontract.
Yes ☐ No ☐ (If answer is yes, identify the most recent contract.)
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
Yes ☐ No ☐ None Required ☐
4. If answer to item 3 is "No," please explain in detail on reverse side of this certification.

Certification - The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (Please Type)

Signature

Date

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR _____

PROJECT NO. _____

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

Subcontractor's Name: _____

Address: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes ☐ No ☐
2. Compliance reports were required to be filed in connection with such contract or subcontract.
Yes ☐ No ☐
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
Yes ☐ No ☐ None Required ☐
4. If answer to item 3 is "No," please explain in detail on reverse side of this certification.

Certification - The information above is true and complete to the best of my knowledge and belief.

NAME AND TITLE OF SIGNER (Please Type) _____

SIGNATURE _____

DATE _____

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and,

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of

Dollars (\$ _____),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____ 19____, entered into a contract with Owner for

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this

day of

19

(Witness)

(Principal)

(Seal)

(Title)

(Witness)

(Surety)

(Seal)

(Title)

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Obligor, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of

(Here insert amount, in at least to that of the contract sum)

Dollars (\$ _____),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated

19____, entered into a contract with Owner for

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this

day of

19

_____ (Witness)	{	_____ (Principal)	Seal
_____ (Witness)		_____ (Surety)	Seal
		_____ (Title)	

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

**Standard Form of Agreement Between
Owner and Contractor**

*where the basis of payment is a
STIPULATED SUM*

1977 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION*

Use only with the 1976 Edition of AIA Document A201, General Conditions of the Contract for Construction.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the _____ day of _____ in the year of Nineteen
Hundred and _____

BETWEEN the Owner:

and the Contractor:

The Project:

The Architect:

The Owner and the Contractor agree as set forth below.

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ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for
(Here insert the caption descriptive of the Work as used on other Contract Documents.)

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be commenced

and, subject to authorized adjustments, Substantial Completion shall be achieved not later than

(Here insert any special provisions for liquidated damages relating to failure to complete on time.)

ARTICLE 4
CONTRACT SUM

The Owner shall pay the Contractor in cash or funds for the completion of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of _____.

The Contract Sum is determined as follows:

(State here the base bid or other lump sum amount, accepted alternatives, and unit prices, as applicable.)

ARTICLE 5
PROGRESS PAYMENTS

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 in the Contract Documents for the period ending the last _____ day of the month as follows:

Not later than five (5) days following the end of the period covered by the Application for Payment, _____ percent (____%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and _____ percent (____%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner, and upon Substantial Completion of the entire Work, a sum not less than _____ percent (____%) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

Progress payments shall be made in accordance with the provisions of the latest revision of Pennsylvania Act 317, Section 5.

Section 5. Contract provision for retainage.

A public contract may include a provision for the retainage of a portion of the amount due the contractor to insure the proper performance of the contract, except that the sum or sums withheld by the contracting body from the contractor shall not exceed 10% of the amount due the contractor until 50% of the contract is completed. The sum or sums withheld by the contracting body from the contractor after the contract is 50% completed shall not exceed 5% of the amount due the contractor on the remaining work; provided, however, that in the event a dispute arises between the contracting body and any prime contractor, which dispute is based upon increased costs claimed by one prime contractor occasioned by delays or other actions of another prime contractor, additional retainage in the sum of one and one-half times the amount of any possible liability may be withheld until such time as a final resolution is agreed to by all parties directly or indirectly involved, unless the contractor causing the additional claim furnishes a bond satisfactory to the contracting body to indemnify such contracting body against the claim. However, all such moneys retained by the contracting body may be withheld from the contractor until substantial completion of the contract.

Payment due and unpaid under the Contract Documents shall be so interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Here insert any rate of interest agreed upon.)

It is hereby agreed that the Contractor shall be bound by the terms, conditions, covenants, and other regulations of the City of _____ at its principal places of business, and shall be bound by the terms, conditions, covenants, and other regulations of the City of _____ at its principal places of business, and shall be bound by the terms, conditions, covenants, and other regulations of the City of _____ at its principal places of business.

ARTICLE 11

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

And as per Section 7 of Pennsylvania Act 317 Laws 1978:

Section 7. Final payment under contract.

A public contract containing a provision for retainage as provided in section 5 shall contain a provision that the contractor shall be paid in full, except as provided in section 5 within 30 days following the date of substantial completion, less only 1 and 1/2 times such amount as is required to complete any then remaining, uncompleted, minor items, which amount shall be certified by the architect or engineer and upon receipt by the contracting body of any guarantee bonds which may be required, in accordance with the contract documents, to insure proper workmanship for a designated period of time. The certificate given by the architect or engineer shall list in detail each and every uncompleted item and a reasonable cost of completion. Final payment of any amount so withheld for the completion of the minor items shall be paid forthwith upon completion of the items in the certificate of the engineer or architect.

ARTICLE II

MISCELLANEOUS PROVISIONS

7. The Terms and Conditions in the Agreement which are defined by the Conditions of the Contract shall have the meanings ascribed to them in these Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article I and, except for Modifications, changed after execution of this Agreement, are enumerated in Article II.

which is the *Apriori* the condition with $\text{supp}(X) \geq \text{supp}(Y)$ is not enough. Suppose that $\text{supp}(X) = 0.6$ and $\text{supp}(Y) = 0.5$. The *Apriori* condition is satisfied, but $\text{supp}(X \cup Y) = 0.5$. A *freed* is a *repeated alternative* showing *page* or *document* is *in all cases* and *diversity* is *in all cases*.

All federal contract requirements as specified in the bid documents.

The Agreement entered into as a third day and year beginning on the above

CONCLUSION

[illegible]

FALLS TOWNSHIP WATERFRONT PARK

FINAL RELEASE AND INDEMNITY AGREEMENT

WHEREAS, Pursuant to contract made for construction of the Falls Township Waterfront Park on _____ by and between the Township of Falls, Pennsylvania, hereinafter called the Owner, and _____, hereinafter called the Contractor, final payment is about to be made.

NOW, THEREFORE, in consideration of the premises and of the sum of

lawful money of the United States, being the full and entire sum due upon the completion of the Contract aforesaid to the said Contractor in hand paid by Owner, receipt of which is hereby acknowledged, said Contractor does hereby remise, release, and forever discharge the Owner of and from any and all manner of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, controversies, agreements, promises, claims and demands whatsoever in law or in equity which the said Contractor has or may have for or on account of or in connection with the Contract aforesaid.

The Contractor further agrees to indemnify and hold harmless the Owner, its officers, agents (including the Architect and his agents) and servants from loss, expense, damage or injury as a result of claims arising out of or in connection with the execution of the work provided for in said Contract, including any claim made by any laborer, Contractor or materials man that may have furnished labor or material directly or indirectly to the Contractor or by reason of any action brought or judgement recovered by such laborer, Contractor or material man.

IN WITNESS WHEREOF, the Contractor has caused its name to be hereunto subscribed and its seal to be hereunto affixed this _____ day of _____

Nineteen Hundred and _____.

ATTEST

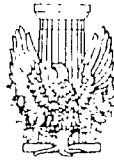
(Corporate Title of Contractor)

(Seal)

By _____
(President)

(Secretary)

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A201

General Conditions of the Contract for Construction

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION
WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS MODIFICATION*

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This document has been approved and endorsed by The Associated General Contractors of America.

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GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 1

CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all 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 written interpretation issued by the Architect pursuant to Subparagraph 2.2.8, or (4) a written order for a minor change in the Work issued by the Architect pursuant to Paragraph 12.4. The Contract Documents do not include Bidding Documents such as the Advertisement or Invitation to Bid, the Instructions to Bidders, sample forms, the Contractor's Bid or portions of Addenda relating to any of these, or any other documents, unless specifically enumerated in the Owner-Contractor Agreement.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Architect and the Contractor, but the Architect shall be entitled to performance of obligations intended for his benefit, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Architect and any Subcontractor or Sub-subcontractor.

1.1.3 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

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.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 The Contract Documents shall be signed in not less than triplicate by the Owner and Contractor. If either the Owner or the Contractor or both do not sign the Conditions of the Contract, Drawings, Specifications, or any of the other Contract Documents, the Architect shall identify such Documents.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The organization of the Specifications into divisions, sections and articles, and the 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.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings, Specifications and copies thereof furnished by the Architect are and shall remain his property. They are to be used only with respect to this Project and are not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the Architect on request at the completion of the Work. Submission 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 common law copyright or other reserved rights.

ARTICLE 2

ARCHITECT

2.1 DEFINITION

2.1.1 The Architect is the person lawfully licensed to practice architecture, or an entity lawfully practicing architecture identified as such in the Owner-Contractor Agreement, and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Architect means the Architect or his authorized representative.

2.2 ADMINISTRATION OF THE CONTRACT

2.2.1 The Architect will provide administration of the Contract as hereinafter described.

2.2.2 The Architect will be the Owner's representative during construction and until final payment is due. The Architect will advise and consult with the Owner. The Owner's instructions to the Contractor shall be forwarded

through the Architect. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with Subparagraph 2.2.18.

2.2.3 The Architect will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of his on-site observations as an architect, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

2.2.4 The Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

2.2.5 The Architect shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Architect may perform his functions under the Contract Documents.

2.2.6 Based on the Architect's observations and an evaluation of the Contractor's Applications for Payment, the Architect will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in Paragraph 9.4.

2.2.7 The Architect will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor.

2.2.8 The Architect will render interpretations necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the Architect for such interpretations.

2.2.9 Claims, disputes and other matters in question between the Contractor and the Owner relating to the execution or progress of the Work or the interpretation of the Contract Documents shall be referred initially to the Architect for decision, which he will render in writing within a reasonable time.

2.2.10 All interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. In his capacity as interpreter and judge, he will endeavor to secure faithful performance by both the Owner and the Contractor, will not

show partiality to either, and will not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

2.2.11 The Architect's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.

2.2.12 Any claim, dispute or other matter in question between the Contractor and the Owner referred to the Architect, except those relating to artistic effect as provided in Subparagraph 2.2.11 and except those which have been waived by the making or acceptance of final payment as provided in Subparagraphs 9.9.4 and 9.9.5, shall be subject to arbitration upon the written demand of either party. However, no demand for arbitration of any such claim, dispute or other matter may be made until the earlier of (1) the date on which the Architect has rendered a written decision, or (2) the tenth day after the parties have presented their evidence to the Architect or have been given a reasonable opportunity to do so, if the Architect has not rendered his written decision by that date. When such a written decision of the Architect states (1) that the decision is final but subject to appeal, and (2) that any demand for arbitration of a claim, dispute or other matter covered by such decision must be made within thirty days after the date on which the party making the demand receives the written decision, failure to demand arbitration within said thirty days' period will result in the Architect's decision becoming final and binding upon the Owner and the Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede any arbitration proceedings unless the decision is acceptable to all parties concerned.

2.2.13 The Architect will have authority to reject Work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Subparagraph 7.7.2 whether or not such Work be then fabricated, installed or completed. However, neither the Architect's authority to act under this Subparagraph 2.2.13, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Architect to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

2.2.14 The Architect will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.2.15 The Architect will prepare Change Orders in accordance with Article 12, and will have authority to order minor changes in the Work as provided in Subparagraph 12.4.1.

the Architect for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Architect in his administration of the Contract, or by inspections, tests or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

4.4 LABOR AND MATERIALS

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

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

4.5 WARRANTY

4.5.1 The Contractor warrants to the Owner and the Architect that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2.

4.6 TAXES

4.6.1 The Contractor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective.

4.7 PERMITS, FEES AND NOTICES

4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and for all other permits and governmental

fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required at the time the bids are received.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

4.7.3 It is not the responsibility of the Contractor to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Architect in writing, and any necessary changes shall be accomplished by appropriate Modification.

4.7.4 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Architect, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

4.8 ALLOWANCES

4.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by such persons as the Owner may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection.

4.8.2 Unless otherwise provided in the Contract Documents:

- 1 these allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes;
- 2 the Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance;
- 3 whenever the cost is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.

4.9 SUPERINTENDENT

4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

4.10 PROGRESS SCHEDULE

4.10.1 The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's and Architect's review and approval a detailed progress schedule.

2.2.16 The Architect will conduct inspections to determine the dates of Substantial Completion and final completion, will receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of Paragraph 9.9.

2.2.17 If the Owner and Architect agree, the Architect will provide one or more Project Representatives to assist the Architect in carrying out his responsibilities at the site. The duties, responsibilities and limitations of authority of any such Project Representative shall be as set forth in an exhibit to be incorporated in the Contract Documents.

2.2.18 The duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction as set forth in the Contract Documents will not be modified or extended without written consent of the Owner, the Contractor and the Architect.

2.2.19 In case of the termination of the employment of the Architect, the Owner shall appoint an architect against whom the Contractor makes no reasonable objection whose status under the Contract Documents shall be that of the former architect. Any dispute in connection with such appointment shall be subject to arbitration.

ARTICLE 3

OWNER

3.1 DEFINITION

3.1.1 The Owner is the person or entity identified as such in the Owner Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner or his authorized representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.2.1 The Owner shall, at the request of the Contractor, at the time of execution of the Owner Contractor Agreement, furnish to the Contractor reasonable evidence that he has made financial arrangements to fulfill his obligations under the Contract. Unless such reasonable evidence is furnished, the Contractor is not required to execute the Owner Contractor Agreement or to commence the Work.

3.2.2 The Owner shall furnish all surveys describing the physical characteristics, legal limitations, and utility location, for the site of the Project, and a legal description of the site.

3.2.3 Except as provided in Subparagraph 4.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.4 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.5 Unless otherwise provided in the Contract Document, the Contractor will be furnished, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the Work.

3.2.6 The Owner shall forward all instructions to the Contractor through the Architect.

3.2.7 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Work by Owner or by Separate Contractors, Payments and Completion, and Insurance in Articles 6, 9 and 11 respectively.

3.3 OWNER'S RIGHT TO STOP THE WORK

3.3.1 If the Contractor fails to correct defective Work as required by Paragraph 13.2 or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated, however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

3.4 OWNER'S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy he may have, make good such deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and the amount charged to the Contractor are both subject to the prior approval of the Architect. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

ARTICLE 4

CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as such in the Owner Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Architect any error, inconsistency, or omission he may discover. The Contractor shall not be liable to the Owner or

ule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

4.11 DOCUMENTS AND SAMPLES AT THE SITE

4.11.1 The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be available to the Architect and shall be delivered to him for the Owner upon completion of the Work.

4.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

4.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

4.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

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

4.12.4 The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the Owner or any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.

4.12.5 By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

4.12.6 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect's approval of Shop Drawing, Product Data or Samples under Subparagraph 2.2.14 unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Architect's approval thereof.

4.12.7 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Architect on previous submittals.

4.12.8 No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Architect as provided in Subparagraph 2.2.14. All such

portions of the Work shall be in accordance with approved submittals.

4.13 USE OF SITE

4.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

4.14 CUTTING AND PATCHING OF WORK

4.14.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

4.14.2 The Contractor shall not damage or endanger any portion of the Work or the work of the Owner or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any separate contractor except with the written consent of the Owner and of such separate contractor. The Contractor shall not unreasonably withhold from the Owner or any separate contractor his consent to cutting or otherwise altering the Work.

4.15 CLEANING UP

4.15.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials.

4.15.2 If the Contractor fails to clean up at the completion of the Work, the Owner may do so as provided in Paragraph 3.4 and the cost thereof shall be charged to the Contractor.

4.16 COMMUNICATIONS

4.16.1 The Contractor shall forward all communications to the Owner through the Architect.

4.17 ROYALTIES AND PATENTS

4.17.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Architect.

4.18 INDEMNIFICATION

4.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom,

and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.18.

4.18.2 In any and all claims against the Owner or the Architect or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.18 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

4.18.3 The obligations of the Contractor under this Paragraph 4.18 shall not extend to the liability of the Architect, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractors.

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

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Unless otherwise required by the Contract Documents or the Bidding Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Owner and the Architect in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Architect will promptly reply to the 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.

5.2.2 The Contractor shall not contract with any such proposed person or entity to whom the Owner or the Architect has made reasonable objection under the provisions of Subparagraph 5.2.1. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection.

5.2.3 If the Owner or the Architect has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Owner or the Architect has no reasonable objection, and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued; however, no increase in the Contract Sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting names as required by Subparagraph 5.2.1.

5.2.4 The Contractor shall make no substitution for any Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By an appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and the Architect. Said agreement shall preserve and protect the rights of the Owner and the Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph 5.3, and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to his Sub-subcontractors.

ARTICLE 6

WORK BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award

separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, he shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work 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 will provide for the coordination of the work of his own forces and of each separate contractor with the Work of the Contractor, who shall cooperate therewith as provided in Paragraph 6.2.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Architect any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the Owner's or separate contractors' work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the Owner, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at the Owner's expense, and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or arbitration costs which the Owner has incurred.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Paragraph 4.15, the Owner may clean up

and charge the cost thereof to the contractors responsible therefor as the Architect shall determine to be just.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 The Contract shall be governed by the law of the place where the Project is located.

7.2 SUCCESSORS AND ASSIGNS

7.2.1 The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the Owner.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.4 CLAIMS FOR DAMAGES

7.4.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

7.5 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.5.1 The Owner shall have the right to require the Contractor to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder if and as required in the Bidding Documents or in the Contract Documents.

7.6 RIGHTS AND REMEDIES

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

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

7.7 TESTS

7.7.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Architect timely notice of its readiness so the Architect may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals.

7.7.2 If the Architect determines that any Work requires special inspection, testing, or approval which Subparagraph 7.7.1 does not include, he will, upon written authorization from the Owner, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Subparagraph 7.7.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Architect's additional services made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.

7.7.3 Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by him to the Architect.

7.7.4 If the Architect is to observe the inspections, tests or approvals required by the Contract Documents, he will do so promptly and, where practicable, at the source of supply.

7.8 INTEREST

7.8.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing at the place of the Project.

7.9 ARBITRATION

7.9.1 All claims, disputes and other matters in question between the Contractor and the Owner arising out of, or relating to, the Contract Documents or the breach thereof, except as provided in Subparagraph 2.2.11 with respect to the Architect's decisions on matters relating to artistic effect, and except for claims which have been waived by the making or acceptance of final payment as provided by Subparagraphs 9.9.4 and 9.9.5, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, the Architect, his employees or consultants except by written consent containing a specific reference to the Owner-Contractor Agreement and signed by the Architect, the Owner, the Contractor and any other person sought to be joined. No arbitration shall include by consolidation, joinder or in any other manner, parties other than the Owner, the Contractor and any other persons substantially involved in a common question of fact or law, whose presence is

required if complete relief is to be accorded in the arbitration. No person other than the Owner or Contractor shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. The foregoing agreement to arbitrate and any other agreement to arbitrate with an additional person or persons duly consented to by the parties to the Owner-Contractor Agreement shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7.9.2 Notice of the demand for arbitration shall be filed in writing with the other party to the Owner-Contractor Agreement and with the American Arbitration Association, and a copy shall be filed with the Architect. The demand for arbitration shall be made within the time limits specified in Subparagraph 2.2.12 where applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.9.3 Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any arbitration proceedings, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.

ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The date of commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

8.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended.

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

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the Work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward 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 progress of the Work by any act or neglect of the Owner or the Architect, or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the Owner pending arbitration, or by any other cause which the Architect determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

8.3.2 Any claim for extension of time shall be made in writing to the Architect not more than twenty days after the commencement of the delay; otherwise it shall be waived. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 2.2.8 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen days after written request is made for them, and not then unless such claim is reasonable.

8.3.4 This Paragraph 8.3 does not exclude the 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 Owner-Contractor Agreement and, including authorized adjustments thereto, is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used only as a basis for the Contractor's Application for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten days before the date for each progress payment established in the Owner-Contractor Agreement, the Contractor shall submit to the Architect an itemized Application for Payment, notarized if required, supported

by such data substantiating the Contractor's right to payment as the Owner or the Architect may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

9.3.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Architect will, within seven days after the receipt of the Contractor's Application for Payment, either issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor in writing his reasons for withholding a Certificate as provided in Subparagraph 9.4.2.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on his observations at the site as provided in Subparagraph 2.2.3 and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents, subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; to the results of any subsequent tests required by or performed under the Contract Documents; to any deviations from the Contract Documents, correctable prior to completion, and to any specific qualifications stated in his Certificate; and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the Architect shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, or that he has reviewed the construction means, methods, techniques,

sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

9.5.1 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.

9.5.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in similar manner.

9.5.3 The Architect may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Architect on account of Work done by such Subcontractor.

9.5.4 Neither the Owner nor the Architect shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

9.5.5 No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.6 PAYMENTS WITHHELD

9.6.1 The Architect may decline to certify payment and may withhold his Certificate in whole or in part, to the extent necessary reasonably to protect the Owner, if in his opinion he is unable to make representations to the Owner as provided in Subparagraph 9.4.2. If the Architect is unable to make representations to the Owner as provided in Subparagraph 9.4.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which he is able to make such representations to the Owner. The Architect may also decline to certify payment or because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect the Owner from loss because of:

1. defective Work not remedied
2. third party claims filed or reasonable evidence indicating probable filing of such claims
3. failure of the Contractor to make payment properly to Subcontractors or for labor, materials or equipment,

4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum,
5. damage to the Owner or another contractor,
6. reasonable evidence that the Work will not be completed within the Contract Time, or
7. persistent failure to carry out the Work in accordance with the Contract Documents.

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

9.7 FAILURE OF PAYMENT

9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents any amount certified by the Architect or awarded by arbitration, then the Contractor may, upon seven additional days' written notice to the Owner and the Architect, stop the Work until payment of the amount owing has been received. The Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut down, delay and start-up, which shall be effected by appropriate Change Order in accordance with Paragraph 12.3.

9.8 SUBSTANTIAL COMPLETION

9.8.1 When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Owner, is substantially complete as defined in Subparagraph 8.1.3, the Contractor shall prepare for submission to the Architect a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Architect on the basis of an inspection determines that the Work or designated portion thereof is substantially complete, he will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. 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. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

9.8.2 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Architect, the Owner shall make payment reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

9.9 FINAL COMPLETION AND FINAL PAYMENT

9.9.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will

promptly make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, he will promptly issue a final Certificate for Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Architect's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.9.2 have been fulfilled.

9.9.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment and (3), if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

9.9.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, and if bonds have been furnished as provided in Paragraph 7.5, the written consent of the surety to the 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 the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.9.4 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

1. unsettled liens,
2. faulty or defective Work appearing after Substantial Completion,
3. failure of the Work to comply with the requirements of the Contract Documents, or
4. terms of any special warranties required by the Contract Documents.

9.9.5 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

10.2 SAFETY OF PERSONS AND PROPERTY

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

1. all employees on the Work and all other persons who may be affected thereby;
2. all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
3. other property at the site or adjacent thereto, including 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 give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

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

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

10.2.5 The Contractor shall promptly remedy all damage or loss (other than damage or loss insured under Paragraph 11.3) to any property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to the 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 his obligations under Paragraph 4.18.

10.2.6 The Contractor shall designate a responsible member of his 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 the Architect.

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for Changes in the Work.

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater.

11.1.3 The insurance required by Subparagraph 11.1.1 shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 4.18.

11.1.4 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that

coverages afforded under the policies will not be cancelled until at least thirty days' prior written notice has been given to the Owner.

11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract.

11.3 PROPERTY INSURANCE

11.3.1 Unless otherwise provided, the Owner shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. If the Owner does not intend to purchase such insurance for the full insurable value of the entire Work, he shall inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance which will protect the interests of himself, his Subcontractors and the Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by failure of the Owner to purchase or maintain such insurance and to so notify the Contractor, then the Owner shall bear all reasonable costs properly attributable thereto. If not covered under the all risk insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included in an Application for Payment under Subparagraph 9.3.2.

11.3.2 The Owner shall purchase and maintain such boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

11.3.3 Any loss insured under Subparagraph 11.3.1 is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause and of Subparagraph 11.3.8. The Contractor shall pay each Subcontractor a just share of any insurance moneys received by the Contractor, and by appropriate agreement written where legally required for validity, shall require each Subcontractor to make payment, to his Sub-subcontractors in similar manner.

11.3.4 The Owner shall file a copy of all policies with the Contractor before an exposure to loss may occur.

11.3.5 If the Contractor requests in writing that insurance for risks other than those described in Subparagraphs 11.3.1 and 11.3.2 or other special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

11.3.6 The Owner and Contractor waive all rights against (1) each other and the Subcontractors, Sub-subcontractors, agents and employees each of the other, and (2) the Architect and separate contractors, if any, and their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Paragraph 11.3 or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The foregoing waiver afforded the Architect, his agents and employees shall not extend to the liability imposed by Subparagraph 4.18.3. The Owner or the Contractor, as appropriate, shall require of the Architect, separate contractors, Subcontractors and Sub-subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other parties enumerated in this Subparagraph 11.3.6.

11.3.7 If required in writing by any party in interest, the Owner as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of his duties. He shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach, or in accordance with an award by arbitration in which case the procedure shall be as provided in Paragraph 7.9. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate Change Order.

11.3.8 The Owner as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within five days after the occurrence of loss to the Owner's exercise of this power, and if such objection be made, arbitrators shall be chosen as provided in Paragraph 7.9. The Owner as trustee shall, in that case, make settlement with the insurers in accordance with the directions of such arbitrators. If distribution of the insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

11.3.9 If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be cancelled or lapsed on account of such partial occupancy or use. Consent of the Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

11.4 LOSS OF USE INSURANCE

11.4.1 The Owner, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of his property, including consequential losses due to fire or other hazards, however caused, to the extent covered by insurance under this Paragraph 11.4.

ARTICLE 12

CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 A Change Order is a written order to the Contractor signed by the Owner and the Architect, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

12.1.2 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:

- 1 by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- 2 by unit prices stated in the Contract Documents or subsequently agreed upon;
- 3 by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- 4 by the method provided in Subparagraph 12.1.4.

12.1.4 If none of the methods set forth in Clauses 12.1.3.1, 12.1.3.2 or 12.1.3.3 is agreed upon, the Contractor, provided he receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Architect on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Clauses 12.1.3.3 and 12.1.3.4 above, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost to the Owner, payments on account shall be made on the Architect's Certificate for Payment. The amount of credit to be allowed by the Contractor to the Owner for any deletion

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

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

12.2 CONCEALED CONDITIONS

12.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within twenty days after the first observance of the conditions.

12.3 CLAIMS FOR ADDITIONAL COST

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Architect written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Architect. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.3.2 If the Contractor claims that additional cost is involved because of, but not limited to: (1) any written interpretation pursuant to Subparagraph 2.2.8, (2) any order by the Owner to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault, (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.4, or (4) failure of payment by the Owner pursuant to Paragraph 9.7, the Contractor shall make such claim as provided in Subparagraph 12.3.1.

12.4 MINOR CHANGES IN THE WORK

12.4.1 The Architect will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor.

The Contractor shall carry out such written orders promptly.

ARTICLE 13

UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the Architect or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the Architect has not specifically requested to observe prior to being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by the Owner or a separate contractor as provided in Article 6, in which event the Owner shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the Architect as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Architect's additional services made necessary thereby.

13.2.2 If, within one year after the Date of Substantial Completion of the Work or designated portion thereof or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5.1, 13.2.1 and 13.2.2, unless removal is waived by the Owner.

13.2.4 If the Contractor fails to correct defective or non-conforming Work as provided in Subparagraphs 4.5.1, 13.2.1 and 13.2.2, the Owner may correct it in accordance with Paragraph 3.4.

13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Architect, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the Owner may upon ten additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Architect's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

13.2.6 The Contractor shall bear the cost of making good all work of the Owner or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his 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 his obligations other than specifically to correct the Work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the Owner prefers to accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 14

TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the Work is stopped for a period of thirty days under an order of any court or other public authority

having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty days by the Contractor because the Architect has not issued a Certificate for Payment as provided in Paragraph 9.7 or because the Owner has not made payment thereon as provided in Paragraph 9.7, then the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

14.2 TERMINATION BY THE OWNER

14.2.1 If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Architect's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or to the Owner, as the case may be, shall be certified by the Architect, upon application, in the manner provided in Paragraph 9.4 and this obligation for payment shall survive the termination of the Contract.

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SUPPLEMENTARY GENERAL CONDITIONS

GENERAL

The Supplementary General Conditions contain changes and additions to the AIA General Conditions. Where any part of the AIA General Conditions is modified or voided by the Supplementary Conditions, the unaltered portions of the provision shall remain in effect.

Following is a list of subparagraphs added, modified or voided:

1.1	2.2.9	4.10.1	5.2.3	8.2.3	11.1.6	12.1.3	18.1	24.1
1.1.1	4.4	4.12	5.2.4	8.3	11.1.7	15.1	19.1	
1.1.5	4.4.3	4.12.9	7.5	8.3.2	11.1.8	15.1.1	20.1	
1.1.6	4.7	5.2	7.5.2	11.1	11.1.9	15.1.2	21.1	
1.3	4.7.5	5.2.1	7.7	11.1.4	11.1.10	15.1.3	22.1	
1.3.1	4.10	5.2.2	8.2	11.1.5	12.1	17.1	23.1	

1.1 DEFINITIONS

Revise first sentence of paragraph 1.1.1 as set forth below:

The Contract Documents consist of the Agreement, the Conditions of the Contract (General, Supplementary, and Other Conditions), Performance Bond, Labor and Materials Payment Bond, the Drawings, the Specifications, all Addenda issued prior to execution of the Agreement and all Modifications thereto.

Add the following sentence to paragraph 1.1.1.

Following are the Drawings which form a part of this Contract, as set forth in paragraph 1.1.1 of the General Conditions.

List of Drawings

- L-1 Grading Plan
- L-2 Location Plan

1.1.5 The term "provide" means furnish and install all materials and equipment incorporated in construction, or to be incorporated in construction, required by the Contract Documents and includes all labor necessary to produce such construction.

1.1.6 The term "Owner" refers to the Township of Falls, Pennsylvania.

1.3 Copies Furnished and Ownership

Add the following paragraph 1.3.1:

The Owner will furnish ten (10) sets of Drawings and Specifications to the Contractor without charge, which are to be returned to the Architect or suitably accounted for upon request.

In addition the Owner will furnish each Contractor, without charge, three copies of additional details or supplemental instructions issued during the course of construction. Additional copies of any documents shall be paid for by the Contractor requesting same.

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2.2 Administration of the Contract

Add the following sentences to 2.2.9:

This shall be a condition precedent to arbitration of any claim. Should the architect fail to render a written decision the provision of 2.2.12 shall govern.

4.4 Labor and Materials

Add the following paragraphs:

4.4.3 It is the intent of these specifications to establish standards of quality and style of materials, equipment and products to be installed in this project. Within a period of 45 days after the Contract has been awarded, if the Contractor desires he may submit to use materials or equipment or products other than those specified provided that the proposed substitution materials, equipment and products are in no ways inferior in quality and style to those specified; it shall be the burden and obligation of the Contractor to demonstrate the lack of substantial differences in quality and style between the proposed substitute items and those specified. The Contractor shall so request and state in a separate statement and provide a list of proposed substitutions (manufacturer brand name, catalog number, etc.) and state what the difference each will make (addition, deduction, no change) in the Contract price (which Contract price shall be based solely on strict adherence to Contract Specifications in all respects). He shall also submit data showing that proposed substitution are not different from the specified types, or wherein they do differ. Bidders are instructed to pay particular attention to the true intent of these paragraphs. While there is not any intent to limit competition, it must be recognized that in instances where particular items or groups of items are specifically mentioned that it is the intent that competition be restricted to the specified level of quality. The term "equal" is not necessarily limited to the physical or technical properties of the product or material but is construed to encompass the finish, color, texture and other pertinent architectural qualities in like regard. Failure to satisfy in any one respect may be sufficient cause for rejection of substitute materials.

Where such substitution alters the design or space requirements indicated in the Contract, the Contractor shall include, absorb and list all items of cost for the revised design and construction, including cost of all allied trades involved. Under no circumstances will either the Architects or the Owner be liable for delays to the work incurred through Contractor's requests to have substitute materials approved. If testing is required the time thus expended shall be the sole responsibility of the Contractor, regardless of whether final judgement results in rejection or approval of the proposed substitution.

Acceptance or rejection of the proposed substitution shall rest with the Owner based on the recommendations of the Architect. If requested, Contractor shall submit for inspection, samples of both the specified and proposed substitute items. No extra costs resulting from a substitution proposed by the Contractor shall evolve upon the Owner, the Architects or another Contractor.

4.7 Permits and Fees:

Add the following paragraph 4.7.5:

4.7.5 The Contractor shall secure the complete approval of all authorities having jurisdiction and if necessary shall furnish all drawings and documents for such approval. He shall deliver photostatic copies of all permits and receipts for payment thereof to the Architect.

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4.10 Progress Schedule

Add the following sentence to paragraph 4.10.1:

The progress schedule shall be revised and updated when requested by the Owner or the Architect.

4.12 Shop Drawings and Samples:

Add the following paragraphs:

4.12.9 The Contractor shall keep one (1) copy of the approved shop and setting drawings at the project site. No work covered by shop and setting drawings shall proceed without (1) receipt by the Contractor of the Architect's or the respective Engineer's approval of said drawings and (2) distribution by the Contractor to the Owner's representative of required copies of said approved drawings.

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

Delete paragraphs 5.2.1, 5.2.2, 5.2.3 and 5.2.4 and substitute the following:

5.2.1 The Contractor shall not award any work to any subcontractor without prior approval of the Architect. Such approval need not be given until the Contractor submits to the Architect a written statement concerning the proposed award to the subcontractor, which statement shall contain all information that the Architect may require.

7.5 Performance Bond and Labor and Materials Bond

Add the following paragraph:

7.5.2 The Contractor shall be required to provide simultaneously, Performance Labor and Materials Payment Bond in the amount of one hundred percent (100%) of the contract price covering the faithful performance of the contract and the payment of all obligations arising thereunder. The bonds shall be executed in the form specified herein.

7.7 Tests

Add the following paragraph 7.7.5:

7.7.5 All material and workmanship shall be subject to inspection and tests by the Owner during construction and at all other times and places, to the extent practicable.

8.2 Progress and Completion

Add the following paragraph 8.2.3:

It is the intent of the Owner to issue "Notice to Proceed" to the successful bidders as soon as possible after receipt of bids. Contractor shall commence work not more than ten (10) calendar days after receipt of such Notice. Such Notice shall be contingent upon successful bidder's satisfactory completion and execution of Agreement, Bond, Insurances and other Security forms required. Inasmuch as the performance of this Contract and completion of the work are for the purpose of enabling the Owner to proceed with the construction of a greatly needed improvement in accordance with a pre-determined program, all provisions relating to the time of performance and completion of the work are

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the essence of this Contract, and it is hereby understood and mutually agreed, between Contractor and Owner, that the date of beginning, rate of progress and time of completion of the work required hereunder are essential conditions of the Contract. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time specified herein for completion of the work, is a reasonable time for completion of same. The Contractor agrees that the work will be performed in an orderly and organized manner and at such a rate of progress as will insure Substantial Completion of the entire work within a period of one hundred eighty (180) consecutive calendar days, such period to commence upon receipt of Notice to Proceed."

8.3 Delays and Extension of Time

Delete paragraph 8.3.2 and add the new paragraph 8.3.2:

No extension of time shall be made for any one or more delays unless within five (5) days after the beginning of such delays a written request for additional time shall be filed with the Architect. In case of a continuing cause of delay only one request is necessary.

The Contractor shall neither make or assert a claim for damage against the Owner by reason of any delays herein mentioned, including without limitation, delays arising out of change orders, and agrees that his sole claim in the event of any such delays is limited to extension of time for completion of the work. The Contractor's inability to secure sufficient manpower for the performance of the Contract shall not constitute a basis for an extension of time.

11.1 Contractor's Liability Insurance

Add the following sentences and paragraphs:

11.1.4 Add the following sentence at the end: "and shall certify that the Township of Falls and the County of Bucks are additional named insured on all policies."

11.1.5 The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractors has been so obtained and approved.

The following paragraphs list that insurance policies be extended to cover all work done by all of the Contractor's subcontractors.

11.1.6 The insurance required is as specified below and in the amount indicated:

1. Workmen's Compensation and Employer's Liability Insurance
 - a. Statutory: Amounts and coverage as required by law of the place of the work.
2. Comprehensive General Liability Insurance
 - a. Public Liability: Including Premises, Products, Completed Operations and Contractual
Bodily Injury Liability
\$ 500,000.00 each person
\$1,500,000.00 each occurrence
3. Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles

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- a. 250,000.00 each person
\$1,000,000.00 each occurrence
- b. Property Damage Liability
\$100,000.00 each occurrence

11.1.7 Contractor shall maintain Completed Operations Insurance for a period of two (2) years after final acceptance of the Contract.

11.1.8 Bodily injury and property damage coverage under both Comprehensive General and Comprehensive Automobile Insurance policies shall include the "Occurance" basis wording which means an event or continuous or repeated exposure to conditions which unexpectedly causes injury during the policy period.

11.1.9 Comprehensive General Liability policies shall include Standard Broad Form property damage endorsement for the Contractor, his subcontractors and any and all other tradesmen engaged on the project.

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

12.1 Change Orders

Revise paragraph 12.1.3.3 to read as follows:

12.1.3.3 By cost and a fixed percentage fee as stated below, the cost shall consist of:

1. For subcontracted work:
Subcontractor's billings, plus 5% of subcontractor's billing for overhead and profit.
2. For Contractor's direct work:
The net amount of Contractor's direct cost, labor (including payroll taxes, insurance and all other related payroll costs), materials, equipment, transportation and taxes, plus 15% for overhead and profit.
3. The addition of 1 and 2 above, where both apply.

THE FOLLOWING NEW PARAGRAPHS ARE ADDED TO THE AIA GENERAL CONDITIONS:

15.1 Guarantees and Correction of Work

15.1.1 "General Guarantees" The Contractor guarantees all of the work, performed under his Contract, including such change orders as may be executed, for a minimum period of one (1) year from the date of Final Acceptance of the work as follows:

Against all faulty or imperfect materials, and against all imperfect, careless and unskilled workmanship.

The completed work shall resist damage successfully by exposure to foreseeable weather, and damage by intrusion of foreseeable wind, wind-borne water, and surface drainage.

Against defacements, such as uncontrolled cracking, spalling, delamination and peeling of finish surface such as concrete and masonry.

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General and Manufacturer's and Subcontractor's guarantees shall cover a longer period when and if so stipulated in respective Specification Sections.

15.1.2 "Manufacturer's and Subcontractor's Guarantees" In addition to the General Guarantees, the Contractor shall comply with and furnish any and all guarantees of whatever nature referred to in respective Specifications Section.

As a condition precedent to his right of final payment, Contractor shall deliver to the Owner two (2) copies of all manufacturer's guarantees, service contracts, and other guarantees.

In each section of the work in which a guarantee is required, the Contractor shall require each subcontractor to execute a satisfactory written guarantee in which the Contractor and the Owner are named as beneficiaries.

15.1.3 "Contractor's Continuing Responsibilities and Obligations" The guarantee obligations assumed by the Contractor under this Contract shall not be held or taken to be in any way impaired because of the Specification, indication or approval by or on behalf of the Owner of any article, materials, means, methods, arrangements, combinations or things used or to be used in the construction, performance and completion of the work or any part thereof.

No acceptance or use of the work or any part thereof, nor any failure to use the same, nor any repairs, adjustments or corrections made by the Owner due to the Contractor's failure to comply with any of his obligations under the Contract, shall impair in any way the Contractor's responsibility under this Contract.

The specific contractual liability period of one year, for correction of observed defects in materials and workmanship not otherwise guaranteed for longer periods, shall not be construed to waive the Owner's rights under the Pennsylvania Statue of Limitations.

17.1 Meetings

Progress Meetings shall be held at least once each month at the job site at a regular time and day set by the Architect. The frequency may be changed by the Architect to suit current conditions. The Contractor, those of his subcontractors concerned with current progress or with scheduling of future progress, the Owner and the Architect shall each be represented at these Progress Meetings by persons familiar with the details of the work and authorized to conclude matters relative to work progress, establishment of progress schedules, etc., as may be necessary to expedite completion of the work. The Contractor and his subcontractors attending these meetings shall present complete and definitive reports as to the status of their respective work, conditions of product and equipment, manufacture, labor availability, productivity and cooperation, shipping data, time of completion of sequences of the work, and any other information bearing upon the execution of the Contract or subcontract. For the Owner's convenience, the Architect will chair the Meetings, will keep accurate minutes and will reproduce and promptly distribute a sufficient number of copies to all concerned. The Architect will, on behalf of the Owner, keep the Contractor informed of current change orders and field orders.

18.1 Subsurface Conditions

Bidders may interpret for themselves the conditions underlying the surface of the project within the contract depths indicated on the drawings. If additional information is deemed necessary by the Bidder, it shall be his sole responsibility to make such other investigation as he deems necessary to satisfy his requirements.

FALLS TOWNSHIP WATERFRONT PARK

Should unforeseen conditions be encountered the Contractor shall immediately give notice to the Architect of such condition. The Architect shall promptly investigate the condition(s) and render an immediate decision in writing, setting forth such action as may be necessary to correct or remove the condition, setting forth such action as may be necessary to correct or remove the condition.

19.1 Use of Completed Parts

The Owner shall have the right, with the written agreement of the Contractor, to make use of any completed or partially completed portion of the work, whether or not the time may have expired for completion but such use shall not be deemed an acceptance of the work so taken or used, or any portion thereof. Prior, however, to the Owner taking possession, an inspection shall be made by the Architect of the portions to be occupied to determine if same is in conformity with the contract and the Contractor will not be liable for any subsequent damage due to occupancy of the completed portion occupied.

20.1 Assignment

All contracts are personal and the assignment by the Contractor of this Contract or any interest therein of any monies due or to become due by reason of the terms hereof or subletting any part of the work without prior written consent of the Owner shall be void.

21.1 Materials and Labor

Contractor agrees to pay for all materials, skill, labor and instrumentalities used in or in connection with the performance of this contract when and as bills or claims therefore become due and to save harmless and indemnify and protect the premises and Owner from and against any such claims and the Owner may retain monies for such indemnification.

22.1 Strikes, Etc.

The Owner assumes no obligation toward Contractor, directly or indirectly caused or arising from strikes, lockouts, action of the elements, changes in prices, costs or taxes, or other factors beyond the direct and full control of the Owner.

23.1 Protection

The Contractor will be responsible for breaking or otherwise damaging the facilities or premises; and any expense for repair or restoration thereof must be paid by the Contractor, or the amount necessary therefore will be deducted from any money due or to become due under the Contract.

24.1 Employment Practices

The parties do hereby agree that the provisions of the H.U.D. dealing with discrimination in employment on public contracts, and the Rules and Regulations promulgated pursuant thereto, are hereby made a part of this Contract and are binding upon the parties by reference hereto.

END OF SECTION SGC.

FALLS TOWNSHIP WATERFRONT PARK

NON DISCRIMINATION CLAUSE:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscriminating clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor, for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, or terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a sub-

FALLS TOWNSHIP WATERFRONT PARK

contractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

END OF NON-DISCRIMINATION CLAUSE

FALLS TOWNSHIP WATERFRONT PARK

ANTI-POLLUTION MEASURES

Act No. 247 of the General Assembly of Pennsylvania, effective November 25, 1972, requires that the Township advise bidders on public works construction contracts of the federal and state statutes, rules, and regulations dealing with the prevention of the environment pollution and the preservation of public natural resources that apply to the project on which bids are being received.

The bidder shall thoroughly acquaint himself with the terms of the statutes, rules, and regulations enumerated in this special requirement, and shall include in the bid prices all costs of complying with the terms of the listed statutes, rules, and regulations. No separate or additional payment will be made for such compliance.

The bidder shall determine what, if any, local ordinances, codes, and regulations apply to his work. He shall comply with all such ordinances, codes and regulations.

All those submitting bids agree that if awarded a contract, to construct all or any part of the project, they will undertake additional work which may be required by the enactment of new or the amendment of existing statutes, rules, or regulations occurring after the submission of the bid, and pertaining to the prevention of environment pollution and the preservation of public natural resources.

If additional work is required by the enactment of new or the amendment of existing statutes, rules or regulations, the Owner is authorized to issue a change order setting forth the additional work that must be undertaken and such change order shall not invalidate the previously awarded contract. The awarding authority reserves the right to contract with another party with regard to the additional work required by the enactment of new or the amendment of existing statutes, rules and regulations occurring after the submission of the bids.

The Contractor will be required to comply with the following acts and regulations, as amended. This list is comprised of three parts: Part I listing Pennsylvania's statutes and the rules and regulations promulgated thereunder which are administered by the Department of Environmental Resources, Part II listing federal statutes in alphabetical order withg the regulations promulgated thereunder, and Part III listing other relevant Pennsylvania laws.

END OF ANTI-POLLUTION MEASURES

~~U.S. DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT~~
~~COMMUNITY DEVELOPMENT~~

FEDERAL LABOR STANDARDS PROVISIONS

1. APPLICABILITY

The Project or Program to which the work covered by this Contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

2. MINIMUM WAGE RATES FOR LABORERS AND MECHANICS

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the local Public Agency or Public Body for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

~~3. UNDERPAYMENTS OF WAGES OR SALARIES~~

~~In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency or Public Body in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Local Public~~

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INSERTS TO FOLLOW AT TIME OF BIDDING

FALLS TOWNSHIP WATERFRONT PARK

SECTION 1A - GENERAL REQUIREMENTS

GENERAL

Applicable provisions of the Contract, including General and Supplementary Conditions apply to the work in this section.

TEMPORARY TOILET FACILITIES:

The Contractor shall provide suitable temporary toilets, at an approved location on the site, prior to the start of any field work, and complying with State and local laws and Board of Health requirements.

Toilets shall be rented from a commercial service organization. Toilets shall be of the portable chemical type with screened enclosures with door, each having a urinal and water closet, and mounted on skids. One unit shall be provided for each 30 employees. Each unit shall be serviced by the commercial service organization, at least twice a week, including removal of waste matter, sterilizing, recharging tank, refilling tissue holders, and thorough cleaning and scrubbing of entire interior which shall be maintained in respectable condition.

Remove units from site at completion of work when directed by Architect.

TEMPORARY STAGING, FALSEWORK, SHORING, BRACING, PROTECTIVE ENCLOSURES, DERRICKS, CRANES:

The Contractor (and each subcontractor entering upon the work) shall arrange to furnish, install, erect, maintain, protect, dismantle and remove such temporary construction named above, for his own use during the project construction; wherever possible, for economy of time and effort, Contractor (and subcontractors) shall collaborate to avoid repetitious or redundant erection of temporary construction. The Contractor shall assume complete responsibility for stability, safety, wind and fire resistance, warning lights, signs, and operating signals and procedures and shall conform to all national safety standards, and Federal, State and Local laws and requirements.

TEMPORARY LIGHT AND POWER

The Contractor shall furnish all labor, materials and equipment required to provide a system of temporary light and power for construction and paid for by him except as noted hereinafter. Provide the necessary distributing facilities and meter. The Contractor shall pay for the cost of electrical power for the work.

TEMPORARY DRAINAGE OF WASTE, GROUND AND STORM WATER:

Disposal in safe and satisfactory manner, by pumping and bailing and by conveying system to permit no standing water at any time on structure, temporary works, stored materials, or subgrade, is the responsibility of the Contractor. He shall at all time protect and safeguard the safety, stability and integrity of temporary works, construction, structure, equipment and materials.

If another Subcontractor excavates below the level of excavations required by the Contractor, the Subcontractor shall provide whatever pumping, bailing or conveying may be required to keep his excavation dry; Contractors shall de-water their own trenches.

FALLS TOWNSHIP WATERFRONT PARK

ACCESS ROUTE AND TRAFFIC CONTROL

The Contractor shall be responsible for maintaining access to the site. Access to site shall recognize traffic safety standards and shall be kept passable in all weather during process of the work. The Contractor shall cooperate with the Owner to protect and limit unauthorized access to the construction area.

The Contractor shall be responsible for restoring all areas and existing municipal roads disturbed during the progress of the work to their original condition.

STORAGE SHEDS, TOOL SHEDS, SHOPS, EMPLOYEES' SHEDS

Each Subcontractor shall provide and maintain for his own use, and as each deems necessary, suitable and safe temporary storage, tool shops, employees sheds, for proper protection, storage, work and shelter respectively, maintain properly, remove them at completion of work. Locations shall be as directed by the Contractor, with the consent of the Owner.

TEMPORARY SIGNS:

No manufacturer's names or signs shall be permitted on the site.

PROJECT SIGN:

The Contractor shall erect a sign at the project site identifying the project and indicating that the Government is participating in the development of the project.

A four foot by eight foot sign, well braced and supported by 4 x 4 treated posts shall be created at a prominent location approved by Falls Township and the Architect. Sign boards may be constructed from Exterior Grade B-C plywood, sanded both sides, with the 8 foot dimension horizontal. Lettering shall be in fast blue block letters of 4" and 3" minimum size. Engage an experienced sign painter to paint graphics required.

The sign will incorporate the following:

FALLS TOWNSHIP WATERFRONT PARK

FOR

THE FALLS TOWNSHIP BOARD OF SUPERVISORS

funded by

OFFICE OF COASTAL ZONE MANAGEMENT

U.S. DEPARTMENT OF COMMERCE

UNIPLAN architects, engineers and planners

CONTRACTOR

A sign layout will be submitted to the Owner and Architect for approval before execution.

FALLS TOWNSHIP WATERFRONT PARK

STAKING OUT:

Before site clearing earthwork and site grading operations are started, the Contractor shall have the site completely staked out by an approved Engineer or Surveyor.

ENVIRONMENTAL PROTECTION PROCEDURES:

Provide facilities, establish procedures, and conduct construction activities in a manner which will ensure compliance with Owner's environmental impact statement and other regulations controlling construction activities at project site. Designate one person, the Construction Superintendent or other, to enforce strict discipline on activities related to generation of wastes, pollution of air/water/soil, generation of noise, and similar harmful and deleterious effects which might violate regulations or reasonably irritate persons at or in vicinity of project site.

END OF SECTION 1A.

FALLS TOWNSHIP WATERFRONT PARK

SECTION IB - ALTERNATES

RELATED DOCUMENTS

The general provisions of the contract, including General and Supplementary Conditions and General Requirements apply to the work specified in this section.

GENERAL:

Each bidder shall submit on the Proposal Form, Alternate Bids stating the difference in price (additions or deductions) from the Base Bid for the substitution, omission, or addition of the following materials, items or construction from that shown and specified.

Each bidder shall carefully check the drawings and specifications to determine the extent of each Alternate Bid required.

Alternate Bids shall include all overhead and profit applicable thereto.

Alternate Bids shall reflect the increases or decreases in cost of all work of every name and nature which may be affected thereby, and no subsequent claims for extras by reason of the Contractor's failure to observe this requirement will be considered.

Except as otherwise described or approved, materials and workmanship of the Alternate Bids shall conform to the requirements specified under the various sections of the Specifications for similar items of work.

Where methods of construction, materials, finishes or details of installation required by the various Alternate Bids differ from the requirements shown on Drawings or specified for corresponding items, the Alternate construction, materials, etc. will be subject to approval in conformance with the General Documents.

DESCRIPTION OF ALTERNATE BIDS:

Number 1 Bidders shall state the difference in contract price for deleting the tree removal, new trees, furniture and concrete pavers of the southeast half of the picnic area and removing all undergrowth and trees under 5" in diameter as shown on the drawings and specified herein.

Number 2 Bidders shall state the difference in contract price for including the removal of all undergrowth and trees under 8" in diameter along the south edge of the site and east of the picnic area as shown on the drawings and specified herein.

END OF SECTION IB.

FALLS TOWNSHIP WATERFRONT PARK

SECTION 2A1 - SITE CLEARING

GENERAL

RELATED DOCUMENTS:

The general provisions of the contract, including General and Supplementary Conditions and General Requirements, apply to the work specified in this section.

DESCRIPTION OF WORK:

The extent of clearing is within the limits of the grading lines and all areas noted on the drawing. It includes clearing, grubbing and removal of all trees, shrubs, brush, stumps, wood, slashings and other debris and materials of every name and nature not required to remain as part of the finished work.

EXECUTION

GENERAL:

Before clearing operations are started, the site shall be completely staked out by an engineer or surveyor for the Architect's approval of layout and for his designation of trees to remain. The Contractor shall then notify the Architect to dispatch his representative to designate trees and/or shrubs to be left standing. The Contractor shall supply suitable tags of a permanent nature for identification and marking of those plants to remain.

Removal of trees and shrubs shall include grubbing and excavating necessary to take out their entire root systems. All materials to be removed shall be disposed of away from the site as immediately as possible. They shall not be allowed to accumulate excessively.

Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.

DISPOSAL OF WASTE MATERIALS:

All materials resulting from clearing and grubbing shall be disposed of off the site in a manner conforming to applicable laws and regulations. Disposal by burning is strictly prohibited. Contractor shall obtain all necessary permits for disposal of materials to be cleared from the site.

END OF SECTION 2A1.

FALLS TOWNSHIP WATERFRONT PARK

SECTION 2B0 - EXCAVATING, FILLING AND GRADING

GENERAL

RELATED DOCUMENTS:

The general provisions of the Contract, including General and Supplementary Conditions and General Requirements apply to the work specified in this section.

DESCRIPTION OF WORK:

The extent of excavation, filling and grading is shown on the drawings.

Preparation of subgrade for walks and pavement is included as part of this work.

Offsite fill as required.

Related Work Specified Elsewhere:

Site Clearing: Section 2A1.

Bituminous Paving: Section 2P2.

QUALITY ASSURANCE:

Codes and Standards: Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.

Testing and Inspection Service:

Owner will engage soil testing and inspection service for quality control testing during earthwork operations. The Contractor shall be responsible to notify the Architect and the Owner's testing and inspection service 24 hours prior to any work requiring the presence of the testing and inspection service.

JOB CONDITIONS:

Use of Explosives:

The use of explosives is not permitted.

Protection of Persons and Property:

Attention is directed to the General Conditions and General Requirements clauses relating to protection of work, persons and property, as well as the requirements below.

Barricade open excavations occurring as part of this work and post with warning lights. Operate warning lights as recommended by authorities having jurisdiction.

Protect utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.

FALLS TOWNSHIP WATERFRONT PARK

PRODUCTS

SOIL MATERIALS:

Definitions:

Satisfactory soil materials are defined as those complying with American Association of State Highway and Transportation Officials (AASHTO) M145, soil classification Groups A-1, A-2-4, A-2-5, A-3.

Unsatisfactory soil materials are those defined in AASHTO M145 soil classification Groups A-2-6, A-2-7, A-4, A-5, A-6, and A-7; also peat and other highly organic soils.

Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, crushed slag, natural or crushed sand, as acceptable to the Architect.

Backfill and Fill Materials: Satisfactory soil materials free of clay, rock or gravel larger than 2" in any dimension, debris, waste, frozen materials, vegetable and other deleterious matter.

EXECUTION

INSPECTION:

Examine the areas and conditions under which excavating, filling, and grading are to be performed and notify the Contractor, in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

EXCAVATION:

Excavation consists of removal and disposal of material encountered when establishing required grade elevations.

Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Architect. Unauthorized excavation, as well as remedial work directed by the Architect, shall be at the Contractor's expense.

Backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by Architect.

Additional Excavation: When excavation has reached required subgrade elevations, notify the Architect who will make an inspection of conditions.

If unsuitable bearing materials are encountered at the required subgrade elevations, carry excavations deeper and replace the excavated material as directed by the Architect.

Removal of unsuitable material and its replacement as directed will be paid on the basis of contract conditions relative to changes in work.

Dewatering: Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area.

FALLS TOWNSHIP WATERFRONT PARK

Do not allow water to accumulate in excavations. Remove water to prevent soil changes detrimental to stability of subgrade. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.

Material Storage: Stockpile satisfactory excavated materials where directed, until required for backfill or fill. Place, grade and shape stockpiles for proper drainage.

Store excess topsoil for Owner's dispersion on site at location directed by Architect.

Excavation for Pavements: Cut surface under pavements to comply with cross-sections, elevations and grades as shown.

Cold Weather Protection: Protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees F.

COMPACTION:

General: Control soil compaction during construction providing minimum percentage of density specified for each area classification.

Percentage of Maximum Density Requirement:

Compact soil to not less than the following percentages of maximum dry density for soils which exhibit a well-defined moisture density relationship determined in accordance with ASTM D 1557; and not less than the following percentages of relative density, determined in accordance with ASTM D 2049, for soils which will not exhibit a well-defined moisture-density relationship.

Lawn or Unpaved Areas: Compact top 6" of subgrade and each layer of backfill or fill material at 90% maximum dry density.

Walkways: Compact top 6" of subgrade and each layer of backfill or fill material at 95% maximum dry density or 90% relative dry density.

Pavements: Compact top 12" of subgrade and each layer of backfill or fill material at 95% maximum dry density or 90% relative dry density for cohesive soil material.

Moisture Control: Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operation.

Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing until moisture content is reduced to a satisfactory value.

BACKFILL AND FILL:

General: Place acceptable soil material in layers to required subgrade elevations, for each area classification listed below.

FALLS TOWNSHIP WATERFRONT PARK

In excavations, use satisfactory excavated or borrow material.

Under grassed areas, use satisfactory excavated or borrow material.

Under pavement, use subbase material, or satisfactory excavated or borrow material, or combination or both.

Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow strip, or break-up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond with existing surface.

When existing ground surface has a density less than that specified under "Compaction" for the particular area classification, break up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to required depth and percentage of maximum density.

Placement and Compaction: Place backfill and fill materials in layers not more than 8" in loose depth for material compacted by heavy compaction equipment, and not more than 4" in loose depth for material compacted by hand-operated tampers.

Before compaction, moisten or aerate each layer as necessary to provide the optimum moisture content. Compact each layer to required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

GRADING:

General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerance, compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.

Lawn or Unpaved Areas: Finish areas to receive topsoil to within not more than 0.10' above or below the required subgrade elevations.

Walks: Shape surface of areas under walks to line, grade and cross-section, with finish surface not more than 0.10' above or below the required subgrade elevation.

Pavements: Shape surface of areas under pavement to line, grade and cross-section, with finish surface not more than 1/2" above or below the required subgrade elevation.

Compaction:

After grading, compact subgrade surfaces to the depth and percentage of maximum density for each area classification.

PAVEMENT SUBBASE COURSE:

General: Subbase course consists of placing subbase material, in layers of specified thickness, over subgrade surface to support a pavement base course.

See other Division 2 sections for paving specifications.

FALLS TOWNSHIP WATERFRONT PARK

Grade Control: During construction, maintain lines and grades including crown and cross-slope of subbase course.

Shoulders: Place shoulders along edges of subbase course to prevent lateral movement. Construct shoulders of acceptable soil materials, placed in such quantity to compact to thickness of each subbase course layer. Compact and roll at least a 12" width of shoulder simultaneously with compacting and rolling of each layer of subbase course.

Placing: Place subbase course material on prepared subgrade in layers of uniform thickness, conforming to indicated cross-section and thickness. Maintain optimum moisture content for compacting subbase material during placement operations.

When a compacted subbase course is shown to be 6" thick or less, place material in a single layer. When shown to be more than 6" thick, place material in equal layers, except no single layer more than 6" or less than 3" in thickness when compacted.

FIELD QUALITY CONTROL

Quality Control Testing During Construction: Allow testing service to inspect and approve subgrades and fill layers before further construction work is performed.

Perform field density tests in accordance with ASTM D 1556 (sand cone method) or ASTM D 2167 (rubber balloon method), as applicable.

Paved Areas Subgrade: Make at least one field density test of subgrade for every 2000 sq. ft. of paved area but in no case less than 3 tests. In each compacted fill layer, make one field density test for every 2000 sq. ft. of overlaying building slab or paved area, but in no case less than 3 tests.

If, in the opinion of Architect, based on testing service reports and inspection, subgrade or fills which have been placed are below specified density, provide additional compaction and testing at no additional expense.

MAINTENANCE:

Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.

Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.

Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, re-shape, and compact to required density prior to further construction.

DISPOSAL OF EXCESS AND WASTE MATERIALS:

Removal to Designated Areas on Owner's Property:

Transport acceptable excess excavated material to designated soil storage areas on the Owner's property. Stockpile soil or spread as directed by Architect.

Removal from Owner's Property:

Remove waste materials, including unacceptable excavated material, trash and debris, and dispose of it off the Owner's property.

END OF SECTION 2B0

EXCAVATING, FILLING AND GRADING

2B0-5

FALLS TOWNSHIP WATERFRONT PARK

SECTION 2N6 - CONCRETE PAVERS

GENERAL

RELATED DOCUMENTS

The general provisions of the Contract, including General and Supplementary Conditions and General Requirements apply to the work specified in this section.

DESCRIPTION OF WORK:

The extent of the concrete pavers is shown on the drawings.

The type of concrete paver installation is as follows:

Concrete pavers set in sand and filled around with topsoil and seeded.

SUBMITTALS:

Manufacturer's Data:

For information only, submit 2 copies of the manufacturer's technical data for each manufactured product, including certification that each product complies with the specified requirements.

Samples:

Submit sample of concrete paver required. Include the full range of exposed color and texture to be expected in the completed work. Architect's review will be for color and texture only. Compliance with all other requirements is the exclusive responsibility of the Contractor.

PRODUCT HANDLING:

Protect concrete pavers during storage and construction against wetting, soilage or intermixture with earth or other types of materials. Store pavers to prevent cracking or chipping of units.

PRODUCTS

CONCRETE PAVERS:

Pavers shall be as manufactured by Hastings Pavement Co., Inc. or approved equal. They shall be made in a waffle-like pattern with sixteen hubs, each 4" in height. They shall be fabricated of Portland cement Type II or III, fine and coarse aggregates (ASTM C-33-61), utilizing steel mesh 6"/6" x 8/8 gauge with an air entraining agent between 4%-6% (ASTM C-173), achieving a concrete strength of 5,000 psi at 28 days (ASTM C-39-49) and a maximum water absorption of 5% (ASTM C-97).

Size: 4" thick units 24" long x 24" wide.

Color and Texture: Manufacturer's standard.

FALLS TOWNSHIP WATERFRONT PARK

EXECUTION

INSPECTION:

Installer must examine the areas and conditions under which concrete pavers are to be installed and notify the Contractor in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

INSTALLATION, GENERAL:

Do not use concrete pavers with chips, cracks, voids, discolorations or other defects which might be visible or cause staining in the finished work.

Cut pavers with motor driven saw equipment designed to cut the pavers with clean, sharp, unchipped edges. Cut units as required to provide pattern shown and to fit adjoining work neatly. Use full units without cutting wherever possible. Where cutting is required, use the largest size paving units possible and avoid the use of small paver pieces.

APPLICATION:

Setting bed for pavers shall be either undisturbed earth or fill compacted to 95% maximum dry density as determined by the Modified Proctor Test ASTM D-1557-64 (plus 4% or minus 2% optimum moisture). Remove from setting bed, rock or other material which would create uneven bearing. Place sand in a 2" compacted layer to present a true and even grade over entire area to receive paver. Set pavers and line up to abut.

Thoroughly mix fertilizers and other additives with the topsoil and spread loosely to fill voids in pavers. Water with a mist spray to settle. Add additional topsoil mix to bring topsoil flush with the top of the paver. Seed at slightly less than normal rate and mulch. When grass is 2-1/2" high, cut to 1-3/4".

Protection: Advise Contractor in writing of proper procedures required to protect the concrete pavers from deterioration, discoloration or damage during subsequent construction and until acceptance of the work.

END OF SECTION 2N6

FALLS TOWNSHIP WATERFRONT PARK

SECTION 2P2 - BITUMINOUS CONCRETE PAVING

GENERAL

RELATED DOCUMENTS:

The general provisions of the contract, including General and Supplementary Conditions and General, Requirements, apply to the work specified in this section.

DESCRIPTION OF WORK:

The extent of the bituminous concrete paving is shown on the drawings.

The following are included as part of this work:

- Subgrade for roads and parking areas.
- Bituminous roads and parking areas.
- Road and parking painted lines and markings.

QUALITY ASSURANCE:

Codes and Standards:

Bituminous concrete paving materials and placement methods covered in this section shall conform to the Commonwealth of Pennsylvania, Department of Transportation (PennDOT), Specifications Form 408. All work shall comply with any other applicable PennDOT standards and regulations. Where "Engineer" is mentioned in the PennDOT specification, it shall mean "Architect". Paragraphs entitled "Basis of Payment" PennDOT specification shall not apply.

PRODUCTS AND EXECUTION:

General:

All work shall be installed under the requirements of applicable sections as specified herein.

Protect paving against traffic until surface has properly cured. Provide temporary barriers, warning lights and other protection as necessary. Remove when no longer required subject to Architect's approval.

SUBGRADE PREPARATION:

Alter and refine and grade as necessary to bring subgrade, after compaction, to required grades and sections as shown on the drawings. Extend this refinement 12 inches horizontally beyond edges of the paving.

Add water to filled areas to provide optimum moisture content and tamp or roll. Remove spongy and otherwise unsuitable material and replace with approved material. Loosen exceptionally hard material and recompact to density of the entire subgrade.

Compaction shall be done wherever possible with a roller weighing approximately seven to ten tons. Where compaction cannot be accomplished by rolling, hand tampers shall be used.

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PennDOT Specification Section 210 shall apply.

PAVING MATERIALS:

The bituminous concrete mixture shall be hot-mixed, hot-laid asphaltic concrete. The mixture shall be produced in an approved plant meeting the requirements of ASTM Designation D-995 of either the batch type or continuous mix type, capable of maintaining a satisfactory product.

The mixture shall be transported to the site of placing in clean, tight vehicles. The loads shall be covered with tarpaulins while in transit to maintain temperature of the mixture and protect it from the elements.

The material shall be uniformly spread over the entire area by means of a self-propelled paving machine.

All work shall meet the applicable requirements of Specifications Form 408, Section 400, Bituminous Pavements; Section 401 - Plant Mix Pavements.

All paving shall be placed to continuous wood or metal forms at edge and/or edges mechanically cut to provide true line and shape. The mixture shall be placed to provide specified surface course thickness at edges.

If forms are used, they shall be removed when the material has cured, and the area brought to grade with new topsoil and seeding.

PAVING INSTALLATION:

Crushed Aggregate Base Course: Provide a crushed aggregate base course laid in courses fully choked and rolled to the compacted thickness indicated on the drawings. Crushed aggregate base course shall comply with PennDOT Specifications Form 408, Section 310.

Bituminous Concrete Base Course (Black Base): Provide a base course of hot-mixed, hot-laid bituminous concrete over specified stone aggregate base course, in strict conformance with PennDOT Specification Form 408, Section 305, Bituminous Concrete Base Course and compacted to thickness indicated on the drawings.

Bituminous Concrete Paving: Provide a bituminous concrete surface course conforming the PennDOT Specification Form 408, Section 420, Bituminous Concrete Surface Course, ID-2A. Bituminous concrete surface source shall consist of a binder course and a wearing course constructed on specified base course.

Binder course shall be ID-2A, 1-1/2 inches in thickness after compaction by not less than a 10 ton roller.

Wearing course shall be ID-2A, 1 inch in thickness after compaction by not less than a 10 ton roller.

Surface course shall have a total thickness of 2-1/2 inches and weigh not less than 275 lbs. per sq.yd. after compaction.

When wearing course does not follow base course work promptly, before applying wearing course repair any damage to base course and apply tack coat to base course. Tack coat shall conform to AASHTO M-140, Type RS-1, rapid-setting type, and be applied at .05 to .07 gal./sq.yd.

FALLS TOWNSHIP WATERFRONT PARK

ROAD AND PARKING PAINTED LINES AND MARKINGS

Paint shall be chlorinated rubber-alkyd type FS TT-P-115, Type III.

Paint 4-inch wide parking stripes and road markings as shown on the drawings.

Apply by brush or zone marking equipment, one coat. Lines shall be carefully laid out and edges shall be even and true.

END OF SECTION 2P2

FALLS TOWNSHIP WATERFRONT PARK

SECTION 2V3 - LAWNS

GENERAL

RELATED DOCUMENTS:

The general provisions of the contract, including General and Supplementary Conditions and General Requirements, apply to the work specified in this section.

DESCRIPTION OF WORK:

The extent of work includes spreading of topsoil from stockpiles, furnishing of ground limestone, phosphate and potash, fertilizer and provision of maintenance.

GUARANTEE:

All seeded areas shall be guaranteed for a period of one (1) year. See section 2V7 for additional information regarding guarantee of plant materials.

JOB CONDITIONS:

Prior to the commencement of the seeding operation a site inspection shall be made by the Owner's Representative, Architect, General Contractor and Seeding Contractor. A letter of acceptance of the site shall be received by the General Contractor from the Seeding Contractor prior to commencement of the seeding operation.

All rough grades and drainage swales shall be established to an acceptable elevation of +1". All materials furnished in accordance with the requirements of this specification shall be delivered where applicable in sealed, unbroken bags bearing the brand and maker's name, and shall be stored on platforms and be properly covered to protect them from the weather and damage.

Seeding may be accomplished between March 15th and May 15th, or between August 1st and October 1st. Any seeding time other than the above specified period must have prior approval of the Architect.

SUBMITTALS:

Contractor shall pay for and submit to Architect for approval, a certified analysis of all fertilizer and seed used on this project and in addition, furnish all weight and/or load slips for materials delivered to the job site. This requirement will be strictly adhered to. Do not sow seed until Architect has approved the analysis.

PRODUCTS

GENERAL:

When construction work is finished and after rough grading has settled and been approved, sticks, stones, or foreign material 2 inches or greater shall be removed from the subgrade. The surface shall be harrowed and otherwise loosened to a depth of 3". Larger stones and boulders shall be removed or buried 18" below finished grade in areas where no trees are to be planted.

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Topsoil shall be spread from the stockpiles over all areas within Contract Limit Lines, previously stripped of topsoil, so that after natural settlement it will conform smoothly to the lines, grades and elevations shown.

After spreading topsoil, all large stiff clods, hard lumps, roots, litter, other foreign matter and stones larger than 1" in greatest dimension shall be raked up from the topsoil areas and removed from the premises. All topsoiled areas shall be raked to a smooth, uniform surface.

Additional topsoil required to complete work shall be supplied at no extra cost to the Owner. All additional topsoil shall consist of natural fertile agricultural soil of good texture, free from subsoil and from an area free from roots, sods, rubbish, Japanese Beetles and other dangerous insect larvae. Topsoil shall have come from arable areas with good normal drainage and shall contain no toxic substances which may be harmful to plant growth. The source of additional topsoil shall be approved in writing by the Architect. Topsoil shall contain at least 3% decayed organic matter (humus). Placement of topsoil shall be performed only when it can be followed within a reasonable time by the seeding operation.

MATERIALS:

LIME:

Shall be raw ground limestone with not less than 90% total carbonates, 98% passing in a 20 mesh sieve, and a maximum of 40% of content passing a 100 mesh sieve.

PHOSPHATE AND POTASH: Shall be commercially produced grade, containing not less than 20% phosphoric acid and 20% potash with a formula of 0-20-20.

FERTILIZER: Fertilizer for lawn areas shall be ureaform type (50% nitrogen shall be from ureaform source), having an analysis of 10% nitrogen, 6% phosphorus and 4% potassium. Fertilizer shall be uniform in composition, dry and free flowing material suitable for application with standard fertilizer equipment. Fertilizer shall be delivered in bags or suitable containers, each fully labeled with the manufacturer's guaranteed analysis. Fertilizer which has become damaged or caked will be deemed unsuitable for use, and unacceptable by the Architect.

LAWN SEED: Furnish grass seed for permanent lawn mixture. Seed shall be fresh recleaned new seed of the latest crop, delivered in standard sized original packages, unopened, bearing guaranteed analysis, name of vendor and mixed in the following proportions:

<u>Percentage by Weight</u>	<u>Type</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Maximum Weed Content</u>
50%	Pennstar Kentucky Bluegrass	98%	85%	0.5%
40%	Jamestown Red Fescue	95%	85%	0.5%
10%	Manhattan Ryegrass	98%	85%	0.5%

MULCH: Mulch shall be a known wood cellulose paper fiber mulch, such as that produced by the Weyerhaeuser Company or approved equal.

EXECUTION

Examine all areas marked Seed to insure that they have been brought to proper elevations and that all underground work has been completed as required by the Contract Documents.

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The rough grade must be approved by the Architect before finish grading begins. Seeding Contractor shall notify the General Contractor in writing, of his acceptance of the site in its rough graded conditions.

Specified lime shall be spread uniformly over the designated areas at the rate of 2,200 pounds per acre or 50 pounds per 1000 sq. ft. Ground limestone shall be incorporated at the time of seeding and sodding. Phosphate and potash specified shall be spread at the rate of 1100 pounds per acre, or 25 pounds per 1000 sq. ft., by approved distributor or other suitable device.

After application of the lime, phosphate and potash, and prior to ureaform fertilizer, the areas to be seeded shall be thoroughly loosened with a double disc or other suitable device, to a depth of not less than 4 inches. Any surface irregularities shall be corrected in order to prevent pockets or low area formations which will allow water to stand.

Clean surface of stones, sticks, roots or other substances which will interfere with turf development or subsequent mowing operations.

The ureaform fertilizer shall be distributed uniformly over the lawn areas at a rate of 1100 pounds per acre, or 25 pounds per 1000 sq. ft.

Seed shall be distributed with wheelbarrow seeder, drill or suitable methods at the rate of 3 pounds per 1000 sq. ft., 130 pounds per acre.

Seed shall be divided into two equal portions and the seeding made in dual passes over the area, the second pass being at right angles to the first. Areas shall be firmed after seeding by light rolling or cultipacking unless a cultipacker seeder is employed.

All seeded areas shall be mulched with known wood cellulose paper fibre mulch, installed by properly equipped hydromulcher and performed by an experienced operator. The fibre mulch shall be evenly spread over the entire area at the rate of 1400 pounds of fibre mulch per acre.

MAINTENANCE:

The Contractor shall properly water, mow and otherwise maintain all seeded areas to the satisfaction of the Architect until final acceptance. Prior to final approval of the work, any areas which shall have been damaged from erosion, washout, or other causes or fail to show a uniform stand shall be repaired by filling with topsoil rolled at the Contractor's expense. Reseeding shall be repeated until all areas are satisfactorily covered with grass. Mow grass to a height of 1-1/2" to 2" as directed by the Architect. Contractor shall be responsible for a minimum of two mowings.

During the installation and the germination of the seeded section, the Contractor shall irrigate these areas. After the seed has germinated and after the last mowing, the subsequent water application shall be the responsibility of the Owner.

The water will be supplied and paid for by the Owner, however, temporary irrigation equipment shall be supplied by the Contractor if the Owner has not provided same.

END OF SECTION 2V3.

FALLS TOWNSHIP WATERFRONT PARK

SECTION 2V7 - TREES

GENERAL

RELATED DOCUMENTS:

The general provisions of the contract, including General and Supplementary Conditions and General Requirements, apply to the work specified in this section.

DESCRIPTION OF WORK:

The extent of work includes the furnishing and planting of trees as shown on the drawings, also fertilizing, providing topsoil and peatmoss, mulching, spraying with anti-dessicant, wrapping, staking or guying, pruning, maintenance, final clean-up and guarantee.

GUARANTEE OF PLANTING:

Prior to the expiration of a one-year period from the date of final acceptance the Contractor shall replace at his expense and in accordance with the drawings and these specifications all plant materials furnished and planted under this contract which are dead or, in the opinion of the Architect, are in an unhealthy or disfigured condition due to defective workmanship, dead branches, or other valid cause.

All other material that is removed for the purpose of replacement of plant material under guarantee shall be replaced as originally detailed and is to be part of this guarantee.

PRODUCTS:

Plant names shall agree with nomenclature of "Standardized Plant Names" as adopted by the American Joint Committee on Horticultural Nomenclature, current edition, size and grading standards shall conform to those of the American Association of Nurserymen unless otherwise specified. No substitutions shall be permitted except by written permission of the Architect.

The quality of all plants shall be typical of their species or variety. They shall have normal, well-developed branches and vigorous root systems. They shall be free of fibrous defects, disfiguring knots, sun-scaled injuries, abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestations. All plants shall be nursery grown unless otherwise stated; they shall have been growing under the same climatic conditions as the locations of this project for at least two years prior to the date of planting on this project. Plants held in cold storage will be rejected. If collected plants are allowed and selected, they shall be taken from a subgrade favorable to good root development. All collected materials shall be clean, sound stock, free from decaying stumps. The time of planting shall be determined by the Architect.

For measurement purposes, a plant shall be dimensioned as it stands in its natural position. Trees shall be catipered 6 inches above ground. Stock furnished shall be a fair average of the minimum and maximum sizes specified. Large plants cut back to sizes specified will not be accepted.

In preparing plants for moving, all precautions in good nursery practice shall be taken and workmanship that fails to meet the highest standards shall be rejected. All plants shall be dug to retain as many fibrous roots as possible. The size of the ball of balled and

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burlapped, and balled and platformed plants shall be at least 12" in diameter for every inch of the maximum caliper size specified. The ball shall be solid ball of earth, securely held in place by burlap and stout rope. Oversize or exceptionally heavy plants are acceptable if the size of ball or spread of the roots is proportionately increased. Loose, broken or fabricated balls of earth will be rejected. Balled and platformed plants shall be securely tied with stout rope to sturdy platforms equal in size to the diameter of the upper half of the ball of earth.

For delivery, all plants shall be packed, transported and handled with utmost care to insure protection against injury. Each shipment shall be certified by State and Federal authorities to be free from disease and infestation. Any inspection certificate required by law to this effect shall accompany each shipment invoice or order of stock. On arrival, the certificate shall be filed with the Architect. Balled and burlapped plants shall be set on the ground and the balls covered with moist soil. Until planted, all plant material shall be properly maintained to the satisfaction of the Architect.

All plants are subject to inspection and approval at point of origin before or after award of contract. No plant material shall be planted until inspected and approved. Any rejected plant material shall be immediately removed from the site and replaced with acceptable plant material at no extra cost.

Plant materials shall be planted at such times as are approved by the Architect. Beds of topsoil previously spread in accordance with these specifications shall be reworked until they are friable, free from mortar and debris, accurate to line and grade and otherwise suitable for planting operations.

EXECUTION:

Planting of trees shall be in pits twice as wide as the diameter of the ball and 6" deeper than the depth of the ball or root system.

Plant pits shall have vertical sides unless otherwise directed. Subsoil from planting excavations shall be removed from site.

Plants shall be planted plumb at the same level at which they have grown unless otherwise specified on the drawings. The balls of earth of balled and burlapped plants shall not be loosened or otherwise damaged during planting operations. All large and fleshy roots which are bruised or broken shall be pruned with a clean cut before planting. The burlap shall be cut away from upper half of ball and remaining burlap adjusted to prevent formation of air pockets. Soil shall be firmed at 6 to 8 inch intervals and thoroughly settled with water.

Backfill shall be one part peat, three parts topsoil mixture. To the topsoil used in backfilling tree pits, thoroughly incorporate commercial raw bonemeal as follows:

5 pounds for major trees 2 to 3 inches in caliper.

Trees and plant areas shall be mulched with 3" thick layer of an approved prepared Pine Bark Mulch (medium size) and fertilizer as directed by the Architect with commercial fertilizer. They shall be cultivated and raked over and they shall be left in a clean, orderly condition with shallow basins or "saucers" at least as large as the holes in which the trees and plants have been planted. Submit samples of the bark mulch for approval.

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All trees shall be staked or guyed securely in accordance with standard practice. Care shall be taken so that stakes and guy wires will not create pedestrian or vehicular hazards. Stakes for supporting trees shall be 2" x 2" x 8' No. 1 sound Douglas Fir, or 8' long cedar posts with bark. Wire shall be No. 10 gauge, pliable, galvanized. Hose shall be new 2 ply reinforced garden hose. Use black color throughout the project.

Each tree shall be pruned to preserve the natural shape and character of the plant. In general, at least 1/3 of the wood of deciduous plants shall be removed by thinning the branches, but no leaders shall be cut.

All soft wood or sucker growth and all broken, dead, or badly bruised branches shall be removed with clean cuts.

All pruning cuts shall be made with sharp tools and shall be sharp and clean. Pruning cuts over 3/4" diameter shall be painted with approved tree surgery paint, immediately after they are made.

Immediately after planting and staking, all plant material shall be sprayed with an approved anti-dessicant, using an approved power sprayer for applying an adequate film over trunks, branches and leaves. Anti-dessicants shall be used in strict accordance with manufacturer's instructions and shall be delivered to the site in manufacturer's sealed containers.

Tree trunks shall be securely wrapped after spraying with a 6" new burlap bandage, securely tied at the top and bottom and at 2' intervals along the trunk of the tree, or krinklekraft paper 30.30.30 from the bottom to height of the lowest branches. Provide 50% overlap with wrapping material.

All plants shall be thoroughly watered during and after planting operations as weather conditions require for the entire maintenance period. Due care shall be exercised to avoid "washing out" of the mulched soil. Minimum watering is considered as one soaking per week.

All planted trees and all planting areas within the limits of this contract shall be maintained until all work under contract is approved and accepted by the Architect.

Maintenance shall include watering, weeding, cultivating and pruning; adjustment and repair of stakes, anchors and wires, repair of minor washouts and gullies and other horticultural operations necessary for the proper growth of plants and maintaining a neat appearance of all work under contract. Weeds shall not be allowed to attain a growth over 6" before being removed.

The Architect's abstaining from disapproval of work in the course of operations, or during the inspection of the work shall not be interpreted as acceptance of the work not in conformance with these specifications. Improper work and/or materials shall be corrected whenever discovered.

FINAL CLEAN-UP:

The Contractor shall clean up and remove from the site all his rubbish and surplus material as fast as it accumulates and shall not permit it to be scattered about the building or site. If he fails to attend to this clean-up promptly and satisfactorily, the Owner shall have the right to employ others for the work and charge to cost of such employment against his obligations to the Contractor.

FALLS TOWNSHIP WATERFRONT PARK

MAINTENANCE:

The Contractor will be held responsible for the maintenance of all work and parts thereof prior to final acceptance.

Maintenance shall include watering of seeded areas, mowing, weeding, cleaning up, edging, repairs of washouts and gullies, repairs to protecting fences, necessary work of maintenance.

After final acceptance by Owner, the Contractor will not thereafter be required to do any of the above listed work, except that nothing contained herein shall release the Contractor from his obligations under the Contract.

END OF SECTION 2V7.

FALLS TOWNSHIP WATERFRONT PARK

SECTION 2W5 - PARK AND PLAY EQUIPMENT

GENERAL

RELATED DOCUMENTS:

The general provisions of the contract including General and Supplementary Conditions and General Requirements, apply to the work specified in this section.

DESCRIPTION OF THE WORK:

The extent of the work is shown on the drawings.

The following park and play equipment are included in the work.

Picnic Tables
Park benches

SUBMITTALS:

Manufacturer's Data:

For information only, submit two copies of manufacturer's data and installation instructions for each type of park and play equipment. Indicate by transmittal that a copy of each instruction has been forwarded to the Installer.

PRODUCTS AND EXECUTION:

PICNIC TABLES:

Picnic tables shall be "600 Picnic Table" as manufactured by Landscape Structures, Inc. or approved equal. Table and benches shall be 6 feet long, direct bury, California Redwood, 4" x 6" members, pipe bolted together with painted steel frame.

Assemble picnic tables and benches as per manufacturer's instructions. Install as indicated on the drawings.

PARK BENCHES:

Park Benches shall be "076 Bench" as manufactured by Landscape Structures, Inc. or approved equal. Bench shall be 6 feet long, direct bury, heart redwood with black painted steel frames.

Assemble park benches as per manufacturers instructions. Install as indicated on the drawings.

END OF SECTION 2W5

