

EXHIBIT 1

SITE

See attached.

BERENS BUILDING
CLARKS SUMMIT
PENNSYLVANIA 18411
(717) 586-1761



ARCHITECTS
ENGINEERS
PLANNERS

DESCRIPTION: Land of the Lackawanna County Multi-Purpose Stadium Authority.

Beginning at a point on the easterly side of the right-of-way line of the Montage access road opposite centerline station 225 + 24.71. Thence from the beginning and through lands now of William Gilchrist, the grantor herein, the following five (5) courses and distances:

- 1) S 89° 34'12" E - 306.65 Feet;
- 2) S 48° 51'46" E - 1102.05 Feet;
- 3) S 23° 53'42" E - 864.06 Feet;
- 4) S 34° 34'11" W - 722.58 Feet;
- 5) S 72° 01'53" W - 841.31 Feet

To a corner on the easterly side of the right-of-way line of the Montage access road. Thence along said right-of-way line on a curve to the left having a radius of 8070.0 feet and an arc length of 831.19 feet and a chord bearing and distance of N 20° 55'08" W - 830.83 feet to a corner on the easterly side of the right-of-way line of the Montage access road. Thence along lands of the Pennsylvania Department of Transportation, the following three (3) courses and distances:

- 1) N 66° 25'33" E - 521.4518 Feet;
- 2) N 23° 34'27" W - 470.0 Feet;
- 3) S 66° 25'33" W - 415.69 Feet

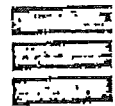
To a corner on the easterly side of the right-of-way line of the Montage access road. Thence on a curve to the right having a radius of 621.27 feet and an arc length of 141.91 feet and a chord bearing and distance of N 17° 06'22" E - 141.61 feet to a corner on the easterly side of the right-of-way line of the Montage access road. Thence on a curve to the left having a radius of 770.00 feet and an arc length of 312.06 feet and a chord bearing and distance of N 12° 02'24" E - 309.93 feet to a corner on the easterly side of the right-of-way line of the Montage access road. Thence N 0° 25'47" E - 684.31 feet to the said point of beginning containing an area of 51.1025 acres of land being the same more or less.

EXHIBIT 11

BERENS BUILDING
CLARKS SUMMIT
PENNSYLVANIA 18411
(717) 586-1761



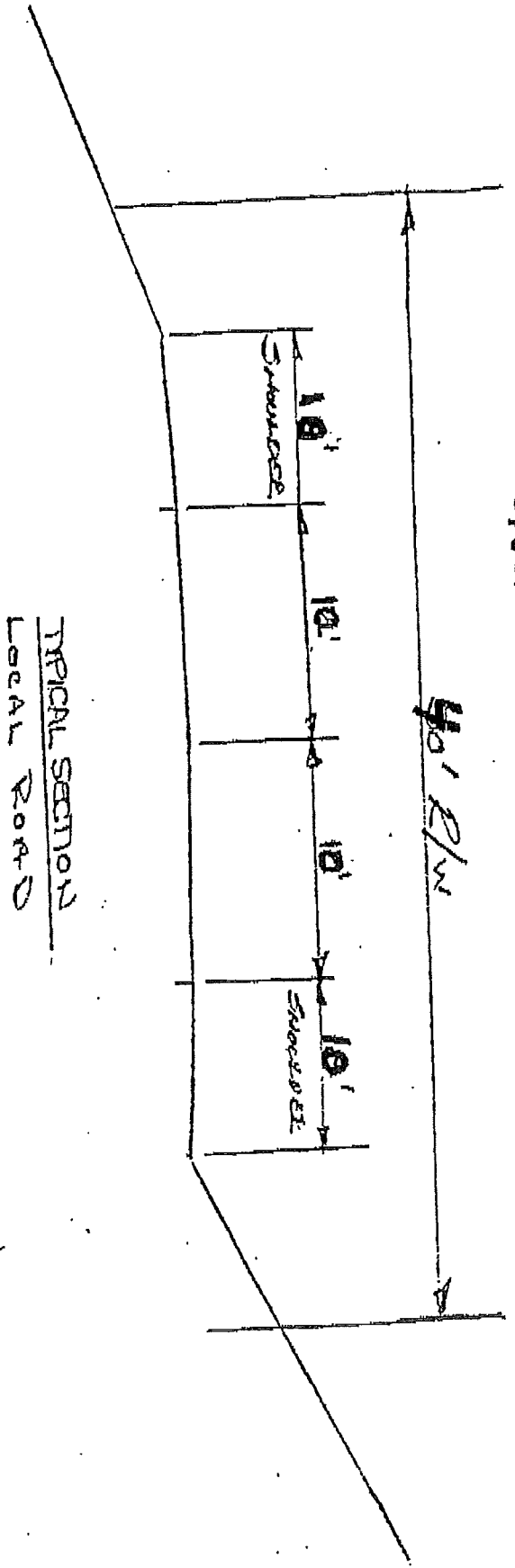
ARCHITECTS
ENGINEERS
PLANNERS



DESCRIPTION: Easement for Drainage Ditch

Beginning at a corner on the northeasterly line of lands of the Lackawanna County Multi-Purpose Stadium Authority located S 89° 34' 13" E, 306.66' and S 48° 51' 47" E 946.17' from the intersection of the northerly line of lands of the Lackawanna County Multi-Purpose Stadium Authority with the Easterly right of way line of the Montage Access Road. Thence from the beginning and along said lands of the Stadium Authority S 48° 51' 47" E 155.89' to a corner; thence S 23° 53' 43" E 600.00' to a corner; thence through lands of the grantor herein N 1° 00' 00" E, 273.19' to a corner; thence N 23° 53' 43" W, 405.75' to a corner; thence N 88° 00' 00" W, 200.98' to the place of beginning. Containing 1.55 acres of land more or less.

SPECIFICATIONS



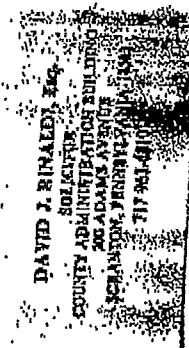
NOTE

- ① SURFACE ON SIDES WILL CONSIST OF A MINIMUM OF 18" OF CANAL.
- ② SURFACE WILL CONSIST OF 2" OF BITUMINOUS BINDER, 4" OF BITUMINOUS WEPEN & SURFACE.
- ③ Road completion shall occur 30 days from closing of the site or roadway.

EXHIBIT 2

DEED

See attached.

| | | | | |
|------|-------------------------|--|------------------------|---|
| DEED | NORTHEAST DELIVERY INC. | TO MULTI-PURPOSE STADIUM AUTHORITY OF LACKAWANNA COUNTY | DATED <i>Clay</i> 1986 |  |
|------|-------------------------|--|------------------------|---|

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Lacka.

Recorded on this 11th day of Sept., A.D. 1986 in the
 Recorder's Office of the said County in Deed Book No. 1180 Pages 581-585 Incl.
 Given under my hand and seal of the said Office the date above written.

1180 Pgs 581

David J. Rinaldi
 Recorder

ADMINISTRATION BUILDING
200 ADAMS AVENUE
SCRANTON, PENNSYLVANIA 18503

WHICH IS A TRUE AND CORRECT COPY
OF THE ORIGINAL FILED IN THIS ACTION.

By _____

S. Attorney

D E E D

THIS DEED, made this 21st day of August in the year of our Lord One Thousand Nine Hundred and Eighty-Six (1986)

BETWEEN NORTHEAST DELIVERY, INC., a Pennsylvania Corporation, with its offices in the Borough of Old Forge, County of Lackawanna and State of Pennsylvania, hereinafter referred to as GRANTOR

A
N
D

MULTI-PURPOSE STADIUM AUTHORITY OF LACKAWANNA COUNTY an authority duly formed pursuant to the Municipal Authority Act of 1945 of 200 Adams Avenue, City of Scranton, County of Lackawanna and State of Pennsylvania, hereinafter referred to as GRANTEE

WITNESSETH, that in consideration of ONE (\$1.00) Dollar in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee, his heirs and assigns:

All those certain pieces or parcels of land situate in the Borough of Moosic, County of Lackawanna and State of Pennsylvania, more fully described as follows:

Parcel 1:

BEGINNING at a point on the easterly side of the right-of-way line of the Montage Access Road opposite centerline station 225 + 24.71. Thence from the beginning and through lands now of William Gilchrist, the grantor herein, the following five (5) courses and distances:

- 1) S 89° 34' 12" E - 306.65 Feet;
- 2) S 48° 51' 46" E - 1102.05 Feet;
- 3) S 23° 53' 42" E - 854.06 Feet;
- 4) S 34° 34' 11" W - 722.58 Feet;
- 5) S 72° 01' 53" W - 841.31 Feet;

To a corner on the easterly side of the right-of-way line of the Montage access road. Thence along said right-of-way line on a curve to the left having a radius of 8070.0 feet and an arc length of 931.19 feet on a chord bearing and distance of N 20° 55' 08" W - 830.83 feet to a corner on the easterly side of the right-of-way line of the Montage access road. Thence along lands of the Pennsylvania Department of Transportation, the following three (3) courses and distances:

- 1) N 66° 25' 33" E - 521.4518 Feet;
- 2) N 23° 34' 27" W - 470.00 Feet
- 3) S 66° 25' 33" W - 415.69 Feet

To a corner on the easterly side of the right-of-way line of the Montage access road. Thence on a curve to the right having a radius of 621.27 feet and an arc length of 141.91 feet and a chord bearing and distance of N 17° 06' 22" E - 141.51 feet to a corner on the easterly side of the right-of-way line of the Montage access road. Thence on a curve to the left having a radius of 770.00 feet and an arc length of 312.06 feet and a chord bearing and distance of N 12° 02' 24" E - 309.93 feet to a corner on the easterly side of the right-of-way line of the Montage access road. Thence N 0° 25' 47" E - 51.1025 acres of land being the same more or less.

Easement 1:

1180 582

Excepting and reserving an easement beginning at a corner on the northeasterly line of lands of the Lackawanna County Multi-Purpose Stadium Authority located S 89° 34' 13" E, 306.66 and S 48° 51' 47" E 946.17' from the intersection of the northerly line of lands of the Lackawanna County Multi-Purpose Stadium Authority with the easterly right-of-way line of the Montage Access Road. Thence from the beginning and along said lands of the Stadium Authority S 48° 51' 47" E 155.89' to

a corner; thence S 23° 53' 43" E 600.00' to a corner; thence through lands of the grantor herein N 1° 00' 00" E 273.19' to a corner; thence N 23° 53' 43" W, 403.75' to a corner; thence N 88° 00' 00" W, 200.98' feet to the place of beginning. Containing 1.55 acres of land more or less.

It is understood that this Deed is limited by and subject to an Agreement between the parties of even date hereto the contents of which shall be a covenant that runs with this transfer and with property transferred by this Deed.

HAZARDOUS WASTE IS NOT BEING DISPOSED OF NOR HAS IT EVER BEEN DISPOSED OF ON THE PROPERTY CONVEYED HEREIN BY THE GRANTOR OR TO THE GRANTOR'S KNOWLEDGE.

SUBJECT to the same conditions, exceptions, restrictions and reservations as are contained in the chain of title, including the exception of all actions to survive to the Grantor and its successors with this conveyance.

BEING part of the same premises which were conveyed to William S. Gilchrist, Jr. by deed of the General State Authority dated December 12, 1983 and recorded on December 21, 1983 both in the Office of the Recorder of Deeds of Luzerne County which recital reference is not appertinent hereto and in the Office of the Recorder of Deeds of Lackawanna County in Deed Book 1096, at page 199, et seq. The said William S. Gilchrist, Jr. did take title as trustee for Northeast Delivery, Inc. and filed a Memorandum of said effect heretofore in the Office of the Recorder of Deeds of Luzerne County which recording reference is not appertinent hereto and in the Office of the Recorder of Deeds of Lackawanna County on the date of December 22, 1983 which Memorandum appears in Lackawanna County Deed Book 1096, Page 284, et seq. The said William S. Gilchrist, Jr. as Trustee conveyed to Northeast Delivery, Inc. all of the above described premises acquired, conveyed, set over and transferred by General State Authority to William S. Gilchrist, Jr. of which the above-described premises is a part thereof by deed dated January 20, 1984 and recorded both in the Office of the Recorder of Deeds of Luzerne County which recording is not appertinent hereto and the Office of the Recorder of Deeds of Lackawanna County appearing in its Deed Book 1098, Page 441, et seq. on January 20, 1984.

The said Northeast Delivery, Inc., a Pennsylvania corporation, by due resolve of its corporate Board of Directors has made, executed and acknowledged this conveyance whereby the above is subject to those conditions, exceptions, restrictions and reservations of the chain of title and those from the fee, title, interest, privilege, estate and ownership, (legal, beneficial or otherwise) in this instrument now to the said Multi-Purpose Stadium Authority.

NOTICE

THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND.

THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

AND the said party of the first part, Northeast Delivery, Inc., its successors and assigns, does hereby covenant and agree to and with the said party of the second part, Multi-Purpose Stadium Authority, that the said party of the first part, Northeast Delivery, Inc., its successors and assigns, a Pennsylvania domestic corporation, as recited herein and throughout shall and will warrant and forever defend specially the premises as conveyed herein and more fully described hereinabove unto the said party of the second part, Multi-Purpose Stadium Authority and subject to such conditions, exceptions, restrictions, and reservations.

IN WITNESS WHEREOF, the Corporation, party of the first part, has caused its common and corporate seal to be affixed to these Presents by the hand of its President, and the same to be duly attested by its Secretary, seal affixed, dated and signed the day and year first above written as to name, all by order of Board of Directors of the Corporation.

ATTEST:

NORTHEAST DELIVERY, INC.

[Signature]
Secretary

By: [Signature]
President



Commonwealth of Pennsylvania)
; ss.
County of Lackawanna)

On this, the 21st day of August, 1986, before me a Notary Public, the undersigned officer, personally appeared William S. Gilchrist, Jr., who acknowledged himself to be the President of Northeast Delivery, Inc., a Corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as President.

In Witness Whereof, I hereunto set my hand and official seal.

[Signature]
KAREN RUBIN
Notary Public
Scranton, Lackawanna County, Pa.
My Commission Expires July 9, 1990

I HEREBY CERTIFY the precise address of the Grantee herein is
300 Adams Avenue, Scranton, Pennsylvania.

[Signature]
Attorney for Grantee

COMMONWEALTH OF PENNSYLVANIA)
; ss.
COUNTY OF LACKAWANNA)

RECORDED in the Office for Recording of Deeds in and for Lackawanna
County in Deed Book 1180 Page(s) 581-585 Incl.

WITNESS my hand and seal of Office this 11th day of Sept.,
1986.

[Signature]
RECORDER OF DEEDS

EXHIBIT 3

CONSTRUCTION MANAGEMENT AGREEMENT

See attached.



AIA[®]

Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the day of in the year 2011
(In words, indicate day, month and year.)

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

The Multi-Purpose Stadium Authority of Lackawanna County
200 Adams Avenue, 6th Floor
Scranton, PA 18503

and the Construction Manager:
(Name, legal status and address)

Alvin.H. Butz, Inc.
840 Hamilton Street, Suite 600
P.O. Box 509
Allentown, PA 18105-0509
Phone: 610-395-6871
Fax: 610-395-3363

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

PNC Field
235 Montage Mountain Road, Moosic, PA.

The Architect:
(Name, legal status and address)

EwingCole
Federal Reserve Bank Building
100 North 6th Street Philadelphia, PA 19106-1590

The Owner's Designated Representative:
(Name, address and other information)

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

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

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Construction Manager's Designated Representative:

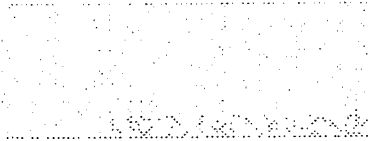
Init.

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User Notes: (892947560)

(Name, address and other information)

The Architect's Designated Representative:
(Name, address and other information)

The Owner and Construction Manager agree as follows.



Init.

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| 4 | COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES |
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| 7 | PAYMENTS FOR CONSTRUCTION PHASE SERVICES |
| 8 | INSURANCE AND BONDS |
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction

Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order. All draws on the Construction Manager's contingency in excess of \$1,000.00 (One Thousand Dollars) must be approved in advance by the Owner and any such draws shall be broken out on the Construction Manager's monthly invoicing. Any contingency amounts included in the Guaranteed Maximum Price proposal and not drawn down during the performance of the Work shall be considered savings to revert 100% to the Owner.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following

acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based. By executing this Agreement and submitting the Guaranteed Maximum Price proposal, the Construction Manager represents and warrants that the Contract Documents (including the Preliminary Documents), materials and information furnished to the Owner as of the date of submission of the Guaranteed Maximum Price proposal and the ongoing discussions and meetings between the Construction Manager and the Owner and the Architect have described the scope, construction requirements, and actual building program and design (as specifically represented by said documents) of the Work in detail. The Construction Manager is not permitted to claim any adjustment in either the Guaranteed Maximum Price or Contract Time in connection with the completion of final drawings and specifications except for scope changes as defined herein. A "Scope Change" means Work described in supplemental documents which is not reasonably inferable from either the preliminary documents or any other previously furnished Contract Documents by a contractor of similar skill and experience as necessary for the proper, timely and orderly completion of the Work and is a material change in the quantity, quality, or programmatic requirements or other substantial deviation in the then current Contract Documents.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201-2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager must obtain at least three (3) separate bids from three separate contractors for the general contracting work for the Project. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

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§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201-2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.6 Redevelopment Assistance Capital Project (RACP) grant.

§ 2.6.1 Construction Manager acknowledges that funding for this project is provided partially through a Redevelopment Assistance Capital Project (RACP) grant (the "Grant"). Compliance with all of the conditions, policies and requirement of the Grant is mandatory. A failure to comply could threaten funding for the Project and is a breach of this Agreement. The Construction Manager acknowledges and agrees that all of the requirements of the Grant shall be included in all construction contracts and sub-contracts and in all bidding and contracting documents. The contractors and subcontractor's compliance with these requirements shall be continuously monitored by the Construction Manager. The following subsections provide additional details on the RACP Grant requirements.

§ 2.6.2 Pennsylvania Prevailing Wage Act, 43 P.S. § 1651 et seq. All contracts with contractors and subcontractors are subject to the provisions, duties, obligations, remedies, and penalties of the Pennsylvania Prevailing Wage Act ("PWA"), which is incorporated by reference as if fully set forth herein. The general prevailing minimum wage rates, as determined by the Secretary of Labor and Industry, shall be paid for each craft or classification of all workers needed to complete the Project. Each contract and subcontract must contain the current prevailing wage determination and each contractor and subcontractor working on the Project must submit weekly certified payrolls that demonstrate compliance with the PWA. The first and last certified payrolls must be notarized. The official PA Labor and Industry weekly payroll certification for public works projects must be used for reporting. This form is attached hereto as Exhibit A.

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§ 2.6.3 **Steel Products Procurement Act** All steel used in the project is subject to the provisions, duties, obligations, remedies, and penalties of the Steel Products Procurement Act ("SPPA"), which is incorporated by reference as if fully set forth herein. A summary of the requirements of the SPPA is attached hereto as **Exhibit B**.

§ 2.6.4 **Trade Practices Act.** In accordance with the Trade Practices Act of July 23, 1968, P.L. 686 (71 P.S. § 773.101 et seq.) ("TPA") the Construction Manager cannot and shall not use or permit to be used in the work any aluminum or steel products made in a foreign country which is listed below as a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Argentina, Brazil, South Korea, and Spain have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries' products, as listed on **Exhibit C** is not permitted. The Construction Manager's compliance with the TPA provision in no way relieves the Construction Manager of responsibility to comply with those provisions of the Grant and the SPPA that prohibit the use of foreign made steel and cast iron products.

§ 2.6.5 **Americans with Disabilities Act.** All contracts with contractors and subcontractors are subject to the provisions, duties, obligations, remedies, and penalties of the Americans with Disabilities Act, 28 C.F.R. § 35.101 et seq ("ADA") which is incorporated herein by reference as if fully set forth herein. Pursuant to federal regulations promulgated under the authority of the ADA the Construction Manager understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in the Project or from activities provided for under any contracts and subcontracts. As a condition of accepting and executing the Grant, the Construction Manager agrees to comply with the General Prohibitions Against Discrimination, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts. The Construction Manager shall be responsible for and does hereby agree to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Construction Manager's failure to comply with the provisions of this subsection.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

§ 3.1.2

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect.

§ 3.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

Upon request, the Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

| | |
|--|-----------|
| Sr. Project Manager 30 weeks @ 16/hrs/wk @ \$110/hr | \$52,800 |
| Sr. Mechanical Engineer 30 weeks @ 8/hrs/wk @ \$105/hr | \$25,200 |
| Project Manager 30 weeks @ 16/hrs/wk @ \$80/hr | \$38,400 |
| Superintendent 4 weeks @ 40 hrs/wk @ \$90/hr | \$14,400 |
| Misc. Expenses | \$10,000 |
| Total Pre-Construction costs | \$174,400 |

Construction Manager acknowledges and agrees that Preconstruction costs shall not exceed \$174,400. Any savings under the \$174,400 sum shall accrue 100% to Owner.

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within eight (8) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

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§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

0 %

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

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

Five Hundred Thousand Dollars and 00/100 lump sum fee.

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

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

§ 5.1.4 All rental equipment shall be charged at cost.

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

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

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.
(Insert specific provisions if the Construction Manager is to participate in any savings.)

All savings under the Guaranteed Maximum Price shall accrue 100% to the Owner.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-2007, General Conditions of the Contract for Construction.

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§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in AIA Document A201-2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 *Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval. (If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)*

The Construction Manager's personnel shall be paid hourly wages not to exceed the following:

| | |
|-------------------------|----------|
| Sr. Project Manager | \$110/hr |
| Sr. Mechanical Engineer | \$105/hr |
| Project Manager | \$80/hr |
| Superintendent | \$90/hr |
| General Superintendent | \$105/hr |
| Safety Director | \$80/hr |
| Project Administrator | \$50/hr |

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which may be withheld in the Owner's sole discretion.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;

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- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 Except as otherwise agreed to in writing by both parties, the Construction Manager must competitively bid any trade work that the Contractor wishes to perform with the Construction Manager's own forces or a related party.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. All records must be maintained in accordance with generally accepted accounting principles, consistently applied. Subcontractors retained by the Construction Manager on a cost-plus basis must have the same obligations to retain records and permit audits as required of the Construction Manager under this Section 6.11. If any inspection by the Owner of the Construction Manager's records as described herein reveals an overcharge, including without limitation any untimely request for payment, the Construction Manager must pay the Owner upon demand an amount equal to said overcharge. Any such amount not paid within ten (10) business days of demand therefor may be set off by the Owner against any payments due the Construction Manager. If such overcharge exceeds three percent (3%) of the actual cost, the Construction Manager shall pay all the costs incurred by the Owner in its inspection of records, and such amount if not paid within ten (10) business days after the Owner's demand may be set off against any payments due the Construction Manager from the Owner. The foregoing requirements will not apply to any charge that is the subject of a good faith dispute between Owner and Construction Manager.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

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

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment. In addition to the required items, each Application for Payment shall be accompanied by (i) a conditional waiver and release upon progress payment from Contractor in form approved by the Owner, the payment for which is included within the applicable Application for Payment; (ii) a conditional waiver and receipt of progress payment from each first-tier Subcontractor, in form approved by the Owner, the payment for which is included within the applicable Application for Payment; and (iii) an Unconditional Waiver and Release Upon Progress Payment from Contractor and each first-tier Subcontractor, in form acceptable to the Owner, the payment for which was made by the Owner pursuant to the Application for Payment immediately preceding the current Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

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

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of zero percent (0 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of ten percent (10 %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;

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- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the Construction Manager shall execute subcontracts in accordance with those agreements. Payments to Subcontractors shall be subject to retention of not less than ten percent (10%). The Owner has the option, but not the obligation, to reduce the retainage requirements of this Agreement, or release any portion of retainage prior to the date specified in the Contract Documents.

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

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Application for Payment for the Cost of the Work has been submitted by the Construction Manager and reviewed by the Architect, and a final accounting for the Cost of the Work has been submitted by the Construction Manager to the Owner and the Owner's accountants; and
- .3 a final Certificate for Payment has then been issued by the Architect;
- .4 an Unconditional Waiver and Release Upon Progress Payment, in form acceptable to the Owner, from Construction Manager and each first-tier Subcontractor, the payment for which was made by the Owner pursuant to the Application for Payment immediately preceding the applicable Application for Payment; a Conditional Waiver and Release Upon Final Payment, in form acceptable to Owner, has been received from Construction Manager; and an unconditional waiver and release upon final payment, each in form acceptable to Owner, has been received from each first-tier subcontractor; and
- .5 delivery by Construction Manager of (i) releases, in recordable form, of any mechanics' liens filed to date by Construction Manager, any Subcontractors, subsubcontractors, laborers or material providers in connection with the Work, or (ii) statutory release bonds with respect to any such liens, which release bonds have been issued by sureties reasonably acceptable to Owner, and have at the time of delivery to Owner, been duly recorded; and
- .6 final approval of all Work has been issued by all applicable governmental entities with respect to the Work; and
- .7 delivery by Construction Manager to Owner of all manuals, warranties, and as-built plans.

Provided the requirements for final payment specified in this Agreement and the General Conditions have all been satisfied, the Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

Init.

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007, (State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

| Type of Insurance or Bond | Limit of Liability or Bond Amount (\$0.00) |
|---------------------------|--|
|---------------------------|--|

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 All claims, disputes and other matters in question between the Owner and the Construction Manager arising out of or relating to this Agreement or breach thereof shall be decided by a Court of Law in Lackawanna County or the Eastern District of Pennsylvania. Prior to litigation, the parties shall endeavor to settle disputes by mediation in accordance with Section 15.3 Mediation of A201-2007.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other: *(Specify)*

Init.

(Paragraphs deleted)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above...

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201-2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201-2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

§11.5.1 Should any Subcontractor, subsubcontractor, supplier or other person or entity furnishing work, materials or equipment in connection with the Project or any of them make, record, file or maintain any actions on or respecting a claim of mechanic's lien, stop notice, equitable lien, payment or performance bond or lis pendens relating to the Work, the Construction Manager shall within 72 hours following notice from the Owner, and at its own expense, procure, furnish and record appropriate statutory release bonds issued by bonding companies acceptable to Owner which will extinguish or expunge such lien, claim, stop notice or lis pendens.

§11.5.2 The Construction Manager makes the following representations and warranties, which will survive the termination of the Agreement, to the Owner as material inducements to the Owner to enter into the Agreement:

- (1) The Construction Manager is financially solvent, able to pay all debts as they mature, and is possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- (2) The Construction Manager is authorized to do business in the Commonwealth of Pennsylvania, and is properly licensed by all necessary authorities having jurisdiction over the Construction Manager and the Project;
- (3) The Construction Manager's duly authorized representative is familiar with the local conditions under which the Work will be performed and has correlated his observations with the requirements of the Contract Documents;
- (4) The Construction Manager is a large, sophisticated contractor, who possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity and character of the Project, and will perform the work with the care, skill and diligence of such a Contractor.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as modified by the parties.
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction, as modified by the parties.
- .3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

- .4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

 OWNER *(Signature)*

 CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

(Printed name and title)

Init.

Additions and Deletions Report for **AIA[®] Document A133[™] – 2009**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:05:54 on 09/13/2011.

PAGE 1

AGREEMENT made as of the day of in the year 2011

...

The Multi-Purpose Stadium Authority of Lackawanna County
200 Adams Avenue, 6th Floor
Scranton, PA 18503

...

Alvin H. Butz, Inc.
840 Hamilton Street, Suite 600
P.O. Box 509
Allentown, PA 18105-0509
Phone: 610-395-6871
Fax: 610-395-3363

...

PNC Field
235 Montage Mountain Road, Moosic, PA.

...

EwingCole
Federal Reserve Bank Building
100 North 6th Street Philadelphia, PA 19106-1590

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§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order. All draws on the Construction Manager's contingency in excess of \$1,000.00 (One Thousand Dollars) must be approved in advance by the Owner and any such draws shall be broken out on the Construction Manager's monthly invoicing. Any contingency amounts included in the Guaranteed Maximum Price proposal and not drawn down during the performance of the Work shall be considered savings to revert 100% to the Owner.

...

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum

Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based. By executing this Agreement and submitting the Guaranteed Maximum Price proposal, the Construction Manager represents and warrants that the Contract Documents (including the Preliminary Documents), materials and information furnished to the Owner as of the date of submission of the Guaranteed Maximum Price proposal and the ongoing discussions and meetings between the Construction Manager and the Owner and the Architect have described the scope, construction requirements, and actual building program and design (as specifically represented by said documents) of the Work in detail. The Construction Manager is not permitted to claim any adjustment in either the Guaranteed Maximum Price or Contract Time in connection with the completion of final drawings and specifications except for scope changes as defined herein. A "Scope Change" means Work described in supplemental documents which is not reasonably inferable from either the preliminary documents or any other previously furnished Contract Documents by a contractor of similar skill and experience as necessary for the proper, timely and orderly completion of the Work and is a material change in the quantity, quality, or programmatic requirements or other substantial deviation in the then current Contract Documents.

PAGE 6

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager must obtain at least three (3) separate bids from three separate contractors for the general contracting work for the Project. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

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§ 2.6 Redevelopment Assistance Capital Project (RACP) grant.

§ 2.6.1 Construction Manager acknowledges that funding for this project is provided partially through a Redevelopment Assistance Capital Project (RACP) grant (the "Grant"). Compliance with all of the conditions, policies and requirement of the Grant is mandatory. A failure to comply could threaten funding for the Project and is a breach of this Agreement. The Construction Manager acknowledges and agrees that all of the requirements of the Grant shall be included in all construction contracts and sub-contracts and in all bidding and contracting documents. The contractors and subcontractor's compliance with these requirements shall be continuously monitored by the Construction Manager. The following subsections provide additional details on the RACP Grant requirements.

§ 2.6.2 Pennsylvania Prevailing Wage Act, 43 P.S. § 165 I et seq. All contracts with contractors and subcontractors are subject to the provisions, duties, obligations, remedies, and penalties of the Pennsylvania Prevailing Wage Act ("PWA"), which is incorporated by reference as if fully set forth herein. The general prevailing minimum wage rates, as determined by the Secretary of Labor and Industry, shall be paid for each craft or classification of all workers needed to complete the Project. Each contract and subcontract must contain the current prevailing wage determination and each contractor and subcontractor working on the Project must submit weekly certified payrolls that demonstrate compliance with the PWA. The first and last certified payrolls must be notarized. The official PA Labor and Industry weekly payroll certification for public works projects must be used for reporting. This form is attached hereto as Exhibit A.

§ 2.6.3 Steel Products Procurement Act All steel used in the project is subject to the provisions, duties, obligations, remedies, and penalties of the Steel Products Procurement Act ("SPPA"), which is incorporated by reference as if fully set forth herein. A summary of the requirements of the SPPA is attached hereto as Exhibit B.

§ 2.6.4 Trade Practices Act. In accordance with the Trade Practices Act of July 23, 1968, P.L. 686 (71 P.S. § 773.101 et seq.) ("TPA") the Construction Manager cannot and shall not use or permit to be used in the work any aluminum or

steel products made in a foreign country which is listed below as a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Argentina, Brazil, South Korea, and Spain have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries' products, as listed on Exhibit C is not permitted. The Construction Manager's compliance with the TPA provision in no way relieves the Construction Manager of responsibility to comply with those provisions of the Grant and the SPPA that prohibit the use of foreign made steel and cast iron products.

§ 2.6.5 Americans with Disabilities Act. All contracts with contractors and subcontractors are subject to the provisions, duties, obligations, remedies, and penalties of the Americans with Disabilities Act, 28 C.F.R. § 35.101 et seq ("ADA") which is incorporated herein by reference as if fully set forth herein. Pursuant to federal regulations promulgated under the authority of the ADA the Construction Manager understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in the Project or from activities provided for under any contracts and subcontracts . As a condition of accepting and executing the Grant, the Construction Manager agrees to comply with the General Prohibitions Against Discrimination, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts. The Construction Manager shall be responsible for and does hereby agree to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Construction Manager's failure to comply with the provisions of this subsection.

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§ 3.1.2 ~~Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.~~

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. ~~The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.~~

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~~The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™ 2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Upon request, the Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.~~

| | |
|--|----------|
| Sr. Project Manager 30 weeks @ 16/hrs/wk @ \$110/hr | \$52,800 |
| Sr. Mechanical Engineer 30 weeks @ 8/hrs/wk @ \$105/hr | \$25,200 |
| Project Manager 30 weeks @ 16/hrs/wk @ \$80/hr | \$38,400 |
| Superintendent 4 weeks @ 40 hrs/wk @ \$90/hr | \$14,400 |
| Misc. Expenses | \$10,000 |

Total Pre-Construction costs

\$174,400

Construction Manager acknowledges and agrees that Preconstruction costs shall not exceed \$174,400. Any savings under the \$174,400 sum shall accrue 100% to Owner.

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within eight (8) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

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§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

0 %

...

Five Hundred Thousand Dollars and 00/100 lump sum fee.

...

~~§ 5.1.4 Rental rates for Construction Manager owned equipment shall not exceed — percent (— %) of the standard rate paid at the place of the Project. All rental equipment shall be charged at cost.~~

...

All savings under the Guaranteed Maximum Price shall accrue 100% to the Owner.

PAGE 11

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval:

(If approval. If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

The Construction Manager's personnel shall be paid hourly wages not to exceed the following:

| | |
|-------------------------|----------|
| Sr. Project Manager | \$110/hr |
| Sr. Mechanical Engineer | \$105/hr |
| Project Manager | \$80/hr |
| Superintendent | \$90/hr |
| General Superintendent | \$105/hr |
| Safety Director | \$80/hr |
| Project Administrator | \$50/hr |

PAGE 12

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. ~~Self insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.~~

PAGE 13

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be ~~unreasonably withheld~~, may be withheld in the Owner's sole discretion.

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§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. Except as otherwise agreed to in writing by both parties, the Construction Manager must competitively bid any trade work that the Contractor wishes to perform with the Construction Manager's own forces or a related party.

...

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. All records must be maintained in accordance with generally accepted accounting principles, consistently applied. Subcontractors retained by the Construction Manager on a cost-plus basis must have the same obligations to retain records and permit audits as required of the Construction Manager under this Section 6.11. If any inspection by the Owner of the Construction Manager's records as described herein reveals an overcharge, including without limitation any untimely request for payment, the Construction Manager must pay the Owner upon demand an amount equal to said overcharge. Any such amount not paid within ten (10) business days of demand therefor may be set off by the Owner against any payments due the Construction Manager. If such overcharge exceeds three percent (3%) of the actual cost, the Construction Manager shall pay all the costs incurred by the Owner in its inspection of records, and such amount if not paid within ten (10) business days after the Owner's demand may be set off against any payments due the Construction Manager from the Owner. The foregoing requirements will not apply to any charge that is the subject of a good faith dispute between Owner and Construction Manager.

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§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment.

...

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those

payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment. In addition to the required items, each Application for Payment shall be accompanied by (i) a conditional waiver and release upon progress payment from Contractor in form approved by the Owner, the payment for which is included within the applicable Application for Payment; (ii) a conditional waiver and receipt of progress payment from each first-tier Subcontractor, in form approved by the Owner, the payment for which is included within the applicable Application for Payment; and (iii) an Unconditional Waiver and Release Upon Progress Payment from Contractor and each first-tier Subcontractor, in form acceptable to the Owner, the payment for which was made by the Owner pursuant to the Application for Payment immediately preceding the current Application for Payment.

...

- .3 Add the Construction Manager's Fee, less retainage of zero percent (0 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of ten percent (10 %) from that portion of the Work that the Construction Manager self-performs;

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§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Subcontractors, and the Construction Manager shall execute subcontracts in accordance with those agreements. Payments to Subcontractors shall be subject to retention of not less than ten percent (10%). The Owner has the option, but not the obligation, to reduce the retainage requirements of this Agreement, or release any portion of retainage prior to the date specified in the Contract Documents.

...

- ~~.2 the Construction Manager has submitted a final Application for Payment for the Cost of the Work has been submitted by the Construction Manager and reviewed by the Architect, and a final accounting for the Cost of the Work has been submitted by the Construction Manager to the Owner and the Owner's accountants; and~~
- ~~.3 a final Certificate for Payment has then been issued by the Architect;~~
- ~~.4 an Unconditional Waiver and Release Upon Progress Payment, in form acceptable to the Owner, from Construction Manager and each first-tier Subcontractor, the payment for which was made by the Owner pursuant to the Application for Payment immediately preceding the applicable Application for Payment; a Conditional Waiver and Release Upon Final Payment, in form acceptable to Owner, has been received from Construction Manager; and an unconditional waiver and release upon final payment, each in form acceptable to Owner, has been received from each first-tier subcontractor; and~~
- ~~.3 a final Certificate for Payment has been issued by the Architect.~~
- ~~.5 delivery by Construction Manager of (i) releases, in recordable form, of any mechanics' liens filed to date by Construction Manager, any Subcontractors, subsubcontractors, laborers or material providers in connection with the Work, or (ii) statutory release bonds with respect to any such liens, which release bonds have been issued by sureties reasonably acceptable to Owner, and have at the time of delivery to Owner, been duly recorded; and~~
- ~~.6 final approval of all Work has been issued by all applicable governmental entities with respect to the Work; and~~
- ~~.7 delivery by Construction Manager to Owner of all manuals, warranties, and as-built plans.~~

The Provided the requirements for final payment specified in this Agreement and the General Conditions have all been satisfied, the Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows: Payment.

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For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007, A201-2007,

...

~~§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply. All claims, disputes and other matters in question between the Owner and the Construction Manager arising out of or relating to this Agreement or breach thereof shall be decided by a Court of Law in Lackawanna County or the Eastern District of Pennsylvania. Prior to litigation, the parties shall endeavor to settle disputes by mediation in accordance with Section 15.3 Mediation of A201-2007.~~

...

[] Litigation in a court of competent jurisdiction

PAGE 18

~~§ 9.3 Initial Decision Maker~~

~~The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.~~

~~(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)~~

...

~~§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed above.~~

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§11.5.1 Should any Subcontractor, subsubcontractor, supplier or other person or entity furnishing work, materials or equipment in connection with the Project or any of them make, record, file or maintain any actions on or respecting a claim of mechanic's lien, stop notice, equitable lien, payment or performance bond or lis pendens relating to the Work, the Construction Manager shall within 72 hours following notice from the Owner, and at its own expense, procure, furnish and record appropriate statutory release bonds issued by bonding companies acceptable to Owner which will extinguish or expunge such lien, claim, stop notice or lis pendens.

§11.5.2 The Construction Manager makes the following representations and warranties, which will survive the termination of the Agreement, to the Owner as material inducements to the Owner to enter into the Agreement:

(1) The Construction Manager is financially solvent, able to pay all debts as they mature, and is possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

(2) The Construction Manager is authorized to do business in the Commonwealth of Pennsylvania, and is properly licensed by all necessary authorities having jurisdiction over the Construction Manager and the Project;

(3) The Construction Manager's duly authorized representative is familiar with the local conditions under which the Work will be performed and has correlated his observations with the requirements of the Contract Documents;

(4) The Construction Manager is a large, sophisticated contractor, who possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity and character of the Project, and will perform the work with the care, skill and diligence of such a Contractor.

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- .1 AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum ~~Price~~Price, as modified by the parties.
- .2 AIA Document A201-2007, General Conditions of the Contract for ~~Construction~~Construction, as modified by the parties.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:05:54 on 09/13/2011 under Order No. 5912323413_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

EXHIBIT 4

GMP AMENDMENT

See attached.



GMP AMENDMENT TABLE OF CONTENTS

Project: PNC FIELD – LACKAWANNA COUNTY STADIUM

3/23/12
REVISED 4/24/12

DESCRIPTION

CURRENT DATE

ATTACHMENT “A”

| | |
|---|-------------------|
| “A-1” GMP ITEMIZED STATEMENT OF COSTS | Revised 4/24/12 |
| “A-2” VE ITEMS LIST | Revised 3/26/12 |
| “A-3” ASSUMPTIONS AND CLARIFICATIONS | Revised 3/27/12 |
| “A-4” INTERIOR FINISH LEGEND AND ROOM FINISH SCHEDULE | 3/26/12 & 3/27/12 |
| “A-5” FF&E ITEM CLARIFICATION | Revised 3/27/12 |
| “A-6” FOOD SERVICE GENERAL REQUIREMENTS | Revised 3/26/12 |

ATTACHMENT “B”

| | |
|------------------|-----------------|
| “B-1” ALLOWANCES | Revised 3/26/12 |
|------------------|-----------------|

ATTACHMENT “C”

| | |
|-----------------------------------|-----------------|
| “C-1” DRAWINGS AND SPECIFICATIONS | Revised 3/27/12 |
| “C-2” DRAWING LIST | Revised 3/26/12 |
| “C-3” SPECIFICATION LIST | Revised 3/26/12 |

ATTACHMENT “D”

| | |
|------------------------|-----------------|
| “D-1” PROJECT SCHEDULE | Revised 4/23/12 |
|------------------------|-----------------|

AIA[®] Document A133[™] – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

PNC Field
235 Montage Mountain Road, Moosic, PA.

THE OWNER:

(Name, legal status and address)

The Multi-Purpose Stadium Authority of Lackawanna County
200 Adams Avenue, 6th Floor
Scranton, PA 18503

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

Alvin H. Butz, Inc.
840 Hamilton Street, Suite 800
P.O. Box 509
Allentown, PA 18105-0509
Phone: 610-395-6871
Fax: 610-395-3363

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Article 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement (comprised of AIA Document A133-209 and AIA Document A201-2007, and all amendments thereto, all as modified and amended by the parties) to establish a Guaranteed Maximum Price, establish a schedule for completion of the Work, and as otherwise set forth herein. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is the Contract Sum and may not be exceeded for any reason other than the issuance by Owner of Change Orders as provided in the Agreement. The Contract Sum consists of the Contingency (available solely for costs incurred from expediting the Work, as further specified and limited by Article A.1.1.3 below) plus the Cost of the Work, as defined in Article 6 of this Agreement and amended below, plus General Conditions costs, as further defined and limited by Article A.1.1.1 below and **Attachment A**.

§ A.1.1.1 The Contract Sum is the sum of (i) the Cost of the Work, as set forth in Article 6 of the Agreement and as further specified and amended in this Amendment, (ii) additional General Conditions costs not expressly included in the Cost of the Work (but specifically excluding the cost of utilities (including all hook-up and other fees and deposits) needed and/or used to perform the Work and to complete the construction of the Project), and (iii) the Contingency, in the fixed amount of \$250,000, available solely for costs incurred for expediting the Work (as further specified and limited by Article A.1.1.3 below), which Contract Sum is guaranteed by the Construction Manager not to exceed Thirty-Four Million Eight Hundred Thirty-Nine Thousand Eight Hundred Eleven and 00/100 DOLLARS (\$34,839,811.00), as further specified and broken down on a line-item basis in **Attachment A**, subject to additions and deductions solely by scope changes ordered by

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Owner and reflected by Owner approved Change Orders, as provided in the Contract Documents. Such Contract Sum is referred to in the Contract Documents as the Guaranteed Maximum Price, or "GMP." Notwithstanding any provisions of the Contract Documents to the contrary, costs which would cause the GMP to be exceeded for any reason other than the issuance by the Owner of Change Orders shall be paid for and be borne by Construction Manager without reimbursement by Owner. Construction Manager shall pay for and bear all costs in excess of the GMP to perform the Work and complete the Project. Construction Manager shall pay for all fees and deposits to perform the Work and construct the Project and all discounts shall accrue to the benefit of Owner. Additionally, Construction Manager acknowledges that upon Substantial Completion, which is fixed to occur on or before March 24, 2013 (as provided below) and as to which date time shall be of the essence, it will be performing the Work in an operating baseball stadium admitting members of the general public as patrons as further set forth herein and the Contract Documents, and all costs associated with the same, subject only to the issuance of Change Orders, are included in the GMP.

§ A.1.1.2

(Paragraphs deleted)

The Guaranteed Maximum Price does not include the Construction Manager's Fee which is fixed at \$600,000 (as the same may be increased only by Change Orders issued after the execution of this Amendment and only after the total of such Change Orders exceeds the GMP by One Million and 00/100 DOLLARS (\$1,000,000.00), and in such event being at the rate of one and one-half percent (1.5%) of the Subcontract Costs, and Article 2.2.1 of the Agreement is hereby amended to provide that the Construction Manager's Fee is separate and distinct from the Contract Sum and shall not be included in the Guaranteed Maximum Price. In addition to the Construction Manager's Fee, provided Substantial Completion (as defined in Article 9.8, as such definition is amended by Article A.2.2.7 below) is achieved on or before the Guaranteed Substantial Completion Date of March 24, 2013, Owner shall pay Construction Manager at the time of Final Payment under Article 7.3 hereof a completion bonus of One Hundred Thousand and 00/100 DOLLARS (\$100,000.00) (the "Completion Bonus").

§ A.1.1.3

(Paragraphs deleted)

Contingency. Article 2.2.4 of the Agreement is hereby deleted, and replaced by the following: The Guaranteed Maximum Price includes a "Contingency" in the amount of Two Hundred and Fifty Thousand and 00/100 DOLLARS (\$250,000.00) which will be available solely for the limited purpose of costs incurred for expediting the Work (including, but not limited to overtime, double shift work, employing additional subcontractors and expediting delivery of materials by air freight) in order to achieve Substantial Completion by the Guaranteed Substantial Completion Date of March 24, 2013 and for no other purpose. Construction Manager acknowledges and agrees that the costs of needed additional shifts and overtime to timely complete Substantial Completion may exceed the Contingency, and Construction Manager shall be responsible and pay for any such additional costs and such additional costs shall not result in an increase in the GMP or the Contingency. Prior to (when reasonably possible) and in any event, no later than ten (10) days after Construction Manager incurs any such costs which Construction Manager intends to charge against the Contingency as provided for herein, Construction Manager shall provide Owner and Architect with a written detailed breakdown of such charges, and all such charges shall be included in Applications for Payment as a specific line item. Owner and Architect shall have the right to withhold payment of charges against the Contingency when, after Owner's and Architect's review of such detailed cost breakdown, and only to the extent reasonably necessary to protect the Owner, in the Owner's or the Architect's opinion such cost is not warranted and/or properly documented. Any Contingency funds not used in accordance with this Article shall be included in the computation of Savings and shall revert 100% back to the Owner in accordance with the Agreement.

§ A.1.1.4

(Paragraphs deleted)

Construction Manager acknowledges and agrees that it has a fiduciary duty to prosecute the completion of the Project within the GMP and the Contract Time set forth in the Schedule shown on **Attachment D**. Construction Manager has provided the GMP based upon Construction Documents to be completed, subsequent to the execution of the Agreement and this Amendment. Construction Manager represents that the GMP is adequate to cover the Cost of the Work, and has included costs in its GMP in contemplation and expectation of the final design details and specifications in the eventual Final Plans and Specifications that are consistent with a first class quality level Project and consistent with the existing Contract Documents and drawings and specifications or reasonably inferable

therefrom. The finalization of the drawings and specifications includes all items that can be reasonably inferred or inferable from the above criteria as defined below in Article A.1.1.6.

(Table deleted)

§ A.1.1.5 Construction Manager acknowledges that the public funds for the Project have been raised and approved based on the Guaranteed Maximum Price provided for herein. Construction Manager shall not seek, nor shall Construction Manager be entitled to any additional funds over and above the amount of the Guaranteed Maximum Price (as adjusted for Owner-approved Change Orders), plus the Construction Manager's Fee and Completion Bonus, if applicable, for any reason whatsoever. The Guaranteed Maximum Price and the Construction Manager's Fee constitute the total funds that are and shall be available for the Project, and Owner shall have no obligation to provide any funds over and above the Guaranteed Maximum Price (as adjusted for Owner-approved Change Orders), the Construction Manager's Fee and the Completion Bonus, if applicable.

§ A.1.1.6 Owner's approval of the final design of the Project, any drawing, plan, specifications or other Contract Document shall not be deemed to be a statement or representation by the Owner that the drawing and specifications and other Contract Documents are all-inclusive. As a result, Construction Manager is responsible for, and the Construction Work includes, all work that is reasonably inferred or inferable from the drawings and specifications and other Contract Documents and is necessary to complete the Work. The term "reasonably inferred" or "reasonably inferable" takes into consideration the understanding of the Parties that not every detail or item of Work will be shown on the drawings or included in the specifications. Construction Manager shall not be entitled to an increase in the GMP due to the absence in the drawings and/or specifications of any detail or specification in the Contract Documents that may be required to complete the Project, or for any additional work which may be found necessary as the Work progresses in order to complete the construction of the Project. If an item or system is either shown or specified, all material and equipment required for the proper installation of such item or system and needed to make a complete, operating first-class installation including all accessories and appurtenances, shall be provided whether or not detailed or specified, omitting only such parts as may be specifically excepted by the Owner or the Architect. For example, if an item or system is shown architecturally in a general manner, the Work shall automatically include Construction Manager's supplying and installing a complete first-class item or system, with all civil, structural, mechanical, electrical and plumbing (MEP) aspects and details of such item or system, whether or not such aspects or details are shown on the civil, structural or MEP drawings or specifications. In addition, if a system or item is shown on the civil, structural or MEP drawings and specifications, then the associated and necessary architectural and engineering features shall be provided based on the Construction Manager's experience as a first quality and class general contractor for this building type, and experience in general, to foresee the development of the design documents, coordination between, and sequencing of, the trades and final constructability expertise for cost and quality. In addition, it is understood that the drawings and specifications upon which Construction Manager formed the basis of the GMP include any and all amendments or enhancements made to the drawings and specifications by the Architect to ensure the Project is in compliance with the Americans with Disabilities Act (ADA); provided, however, that nothing herein shall be construed to require Construction Manager to insure, guarantee or certify that the drawings and specifications are ADA compliant.

(Table deleted)

§ A.1.1.7

(Paragraphs deleted)

Construction Manager confirms to SWB Yankees LLC that the Project descriptions and drawings provide sufficient detail so as to provide a GMP and construct the Project per the specifications and other elements associated with the Project. The Construction Manager confirms to SWB Yankees that they (A) have information and resources necessary for completion of the Project (B) have obtained all material and labor resources (or binding commitments therefore), and will obtain permits, approvals, licenses and other items necessary to complete the Project.

(Table deleted)

§ A.1.1.8 Itemized Statement of the Guaranteed Maximum Price. Provided in Attachment A is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates and other items that comprise the Guaranteed Maximum Price.

(Provide below or reference an attachment.)

See Attachment A

(Table deleted)

§ A.1.1.9 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

Init.

(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

The Guaranteed Maximum Price is based on the Alternates, if any, in **Attachment B**. Construction Manager agrees to bear the cost for any alternate or additional information or material required to fully and properly incorporate any alternate into the Work.

§ **A.1.1.10** Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

The Guaranteed Maximum Price is based on the Allowances, if any, in **Attachment B**. Construction Manager shall be responsible for procuring the best quality of materials and services for the best value at the lowest achievable cost. Construction Manager shall secure Owner's written approval before spending Allowance dollars.

(a) Unless otherwise provided in the Contract Documents:

(1) Allowances shall cover the cost to Construction Manager of materials and equipment delivered at the site as specified in **Attachment B**;

(2) whenever costs are more than or less than Allowances, the GMP shall be adjusted accordingly only by Owner approved Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the Allowances set forth on Attachment B; and (ii) changes in Construction Manager's costs. All such change orders are subject to Owner's prior written approval as set forth in the Contract Documents.

(b) Notwithstanding anything herein to the contrary, the Allowance for rock and unknown soil conditions set forth on **Attachment B** shall not be increased by any Change Order, and Construction Manager acknowledges and agrees that there will be no increase in the GMP for costs incurred over and above such Allowance for any subsurface or other unknown, concealed or differing conditions.

| Item | Price (\$0.00) |
|------|----------------|
|------|----------------|

§ **A.1.1.11** Assumptions, if any, on which the Guaranteed Maximum Price is based:

See **Attachment A-3**. In the event there are inconsistencies or conflicts between this Amendment and the assumptions listed in **Attachment A-3**, this Amendment shall control.

§ **A.1.1.12** The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
| None | | | |

§ **A.1.1.13** The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

The drawings and specifications (the "Drawings and Specifications") are set forth in **Attachment C** and in **Attachment C -1**. The parties agree that **Attachment C** hereto, dated as of the Effective Date of this Amendment, references drawings and specifications and addenda which are seventy-five percent (75%) complete, and that when the drawings and specifications and addenda have been finalized by the Architect and approved by Owner, the finalized documents will be designated on **Attachment C -1**. Construction Manager acknowledges that the Project includes those elements of the Work on the Final Drawings and Specifications to be issued and identified on **Attachment C -1**, and that the cost of said Work is included within the Guaranteed Maximum Price set forth herein. Construction Manager shall not claim a "Scope Change" as such term is defined in Article 2.2.6 based on the finalization of the drawings and specifications, and the Guaranteed Maximum Price shall not be increased as a result of the finalization of the drawings and specifications as identified on **Attachment C -1**. Notwithstanding anything herein to the contrary, should Owner issue a Owner approved Change Order which actually increases the scope of the Work, than Construction Manager shall be entitled to corresponding increase in the GMP, as provided for in the Contract Documents.

Init.

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

§ A.1.1.14 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)
 See Article A.1.1.7 above, and **Attachment C** and **Attachment C -1** hereto.

| Number | Title | Date |
|--------|-------|------|
|--------|-------|------|

§ A.1.1.15 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

All Contract Documents, as defined in Article 1.1 of the Agreement.

ARTICLE A.2

§ A.2.1 Schedule and Prosecution of Construction Work.

§ A.2.1.1 Schedule. The Construction Work shall be performed and completed in accordance with the Schedule attached hereto as **Attachment D**. A more detailed "critical path" Schedule shall be developed and updated as the Project progresses and such detailed Schedule and all updates to it approved by Owner shall be deemed to be part of **Attachment D**. The Schedule shall, at a minimum, show:

- (1) The Date of Commencement;
- (2) the early and late start and stop times for each major construction activity;
- (3) all "critical path" activities and their duration;
- (4) the sequencing of all procurement, approval, delivery and work activities;
- (5) the early and late order dates for all long lead time materials and equipment;
- (6) critical Owner and Architect decision dates;
- (7) the Guaranteed Substantial Completion Date (as defined below); and
- (8) the Guaranteed Final Completion Date (as defined below).

§ A.2.1.2 Construction Manager shall promptly provide to Owner and the Architect copies of the Schedule as revised. The Schedule shall (1) be revised by Construction Manager whenever there is a material variance in the progress of the Construction Work from the then-current Schedule and otherwise at appropriate intervals, but in no event less frequently than twice monthly, and (2) provide for expeditious and practicable execution of the Work. Notwithstanding anything in the foregoing to the contrary, it is understood that in under no circumstances shall the Guaranteed Substantial Completion Date (as defined below) or the Guaranteed Final Completion Date (as defined below) be modified or extended without the express written consent of Owner and then only as a result of Owner's issuance of a scope change reflected in Owner approved Change Orders.

§ A.2.1.3 Construction Manager shall promptly provide summary schedules as required by Owner in a form and containing content as prescribed by Owner for any portion of the Work or all of the Work.

§ A.2.1.4 Construction Manager shall keep Owner informed on a periodic (but not less than monthly) basis, unless circumstances dictate the need to do so more frequently, as to actual progress made. Construction Manager shall provide Owner with full and complete access to all reports, logs and other systems in which Construction Manager records or notes the daily progress of the Construction Work. Construction Manager shall inform Owner of any material deviation from the Schedule which, in Construction Manager's good faith determination, is likely to cause a material delay in the Guaranteed Substantial Completion Date of the Project (as shown on the current Schedule), as soon as reasonably possible after such deviation becomes apparent to Construction Manager; provided however that no such notice shall extend the Guaranteed Substantial Completion Date (as defined below) nor excuse Construction Manager from timely performance of the Work.

§ A.2.2 Substantial Completion.

§ A.2.2.1 The Construction Work to be performed under the Contract Documents shall be commenced by Construction Manager on the Date of Commencement, and Construction Manager guarantees that the Construction

Init.

Work shall be Substantially Complete (as defined in Article 9.8.1(a), as such definition is amended by Article A.2.2.8 below), on or before March 24, 2013 (the "Guaranteed Substantial Completion Date"); and Construction Manager guarantees that the Project shall be ready for opening as of April 4, 2013 (which date is the first scheduled home game to be played in the stadium); and Construction Manager guarantees that the Construction Work, and Construction Manager's obligations under the Contract Documents, shall be Finally Complete (as defined in Article 9.10, as such definition is amended by Article A.2.2.12 below) on or before the sixtieth (60th) day after the Guaranteed Substantial Completion Date (the "Guaranteed Final Completion Date").

§ A.2.2.2 Construction Manager hereby agrees and stipulates that time is of the essence to Owner under this Agreement, as to all dates on the critical path, including the Guaranteed Substantial Completion Date and the Guaranteed Final Completion Date set forth in Article A.2.2.1 and all critical path dates set forth on the Schedule.

§ A.2.2.3 Prosecution of the Construction Work. Construction Manager shall perform the Construction Work so that the portion of the Construction Work completed at any point in time shall not be less than as required by the Schedule and the portion of the Contract Sum (GMP) remaining to be disbursed will be sufficient to complete the Work, failing which Construction Manager shall be responsible to accelerate the Work at its sole cost to meet the Schedule and shall pay for Work remaining to be performed until such time when the balance of the Contract Sum/GMP remaining to be disbursed is sufficient to complete the Work, all as determined by Owner.

§ A.2.2.4 Excusable Delay. An "Excusable Delay" means an actual delay of the Work activities on the critical path to the extent resulting from Force Majeure (defined solely as an act of terrorism in Scranton/Wikes-Barre, in each case only to the extent the event in question is beyond the reasonable control of and without the acts or omissions of Construction Manager, any Subcontractor or their respective employees and agents). It is expressly stated and acknowledged that no adverse weather event, strike, labor disharmony, shortage of materials or labor, or other occurrence of any kind shall be considered an Excusable Delay under the Agreement, nor shall there be any extension of time for late design, unclear design, design error or internal requests for more information or miscommunication delays between the Architect and Construction Manager. Notwithstanding anything in the Agreement to the contrary, and with the exception of delays caused by the gross negligence or willful misconduct of the Owner or Architect, any delay other than an Excusable Delay is an "Inexcusable Delay".

§ A.2.2.5 In the event of an Excusable Delay, Owner shall, at Owner's option, either: (i) authorize an equitable extension in the Schedule, including an equitable extension of any applicable Guaranteed Substantial Completion Date, to account for such delay; (ii) decrease the scope of Work; or (iii) request that Construction Manager prepare and implement a recovery schedule for Owner's review and approval showing how (if possible) Construction Manager can achieve Substantial Completion of the Project by the Guaranteed Substantial Completion Date, and issue a corresponding Change Order for any necessary adjustment to the GMP.

§ A.2.2.6 Inexcusable Delay. In the event of an Inexcusable Delay, Construction Manager shall prepare and submit to Owner a recovery schedule for Owner's review and approval showing how Construction Manager will compensate for the delay, accelerate the Work and achieve Substantial Completion and Final Completion of the Project by the Guaranteed Substantial Completion and Guaranteed Final Completion Dates, regardless of the occurrence of an Inexcusable Delay. Construction Manager acknowledges and accepts responsibility to achieve Substantial and Final Completion of the Project by the Guaranteed Substantial Completion and Guaranteed Final Completion Dates, and to use all means and best efforts necessary to do so, at no increase in the GMP, including, but not limited to overtime, double shift work, employing additional Subcontractors and expediting delivery of materials by air freight. In furtherance of the foregoing it is agreed that Owner shall not be liable to Construction Manager or any Subcontractor for claims or damages of a monetary or any other nature caused by or arising out of delays or hindrances contemplated or not contemplated and foreseen or not foreseen at the signing of the Agreement or this Amendment.

§ A.2.2.7 Construction Manager acknowledges that in no event shall an Inexcusable Delay allow for any adjustment whatsoever of the GMP, provided, however, that direct costs incurred from expediting the Work to recover from both an Excusable or Inexcusable delay may be charged against the Contingency, as set forth in Article A.1.1.3.

§ A.2.2.8 For purposes of this Agreement, "Substantial Completion" is, in addition to the other provisions and requirements in the Contract Documents, the point at which the Work has been fully and finally completed in strict compliance with the Contract Documents such that (1) Owner, Owner's Lessee, SWB Yankees LLC, their respective guests, invitees and the public can fully and freely occupy, utilize and enjoy the entire Project as a high quality minor

league baseball stadium without hardship (i.e., there shall be no ongoing construction on any portion of the Project that would materially adversely affect guests, invitees and the public from fully occupying, utilizing and enjoying the Project and the only items outstanding shall be items which will not individually or in the aggregate impair the fan experience of the Project's guests, invitees and the public); (2) all normal means of ingress and egress are clear of obstruction; (3) all fire life safety systems are complete and operable; (4) all site work has been completed and is viable; (5) all elevators are in operation, have certificates of use, are in compliance with the requirements of the drawings and specifications, have operable telephones and are in compliance with Applicable Law; (6) all mechanical, plumbing and electrical systems are complete and operable; and (6) Construction Manager shall have obtained all final inspections and Certificates of Occupancy for the Project.

§ A.2.2.9 Notwithstanding anything to the contrary herein, Construction Manager acknowledges that certain areas of the Project will need to be made available to Owner and SWB Yankees LLC prior to Substantial Completion (and after Substantial Completion as further set forth below) in order to allow Owner and SWB Yankees LLC to undertake certain "Pre-Opening Activities" in anticipation of the first home game. To the extent commercially reasonably, Construction Manager shall turn over such areas to Owner and Lessee for such use by Owner and SWB Yankees LLC's contractors, employees and agents. Immediately prior to such Owner and SWB Yankees LLC use of the Project for "Pre-Opening Activities", Owner and Construction Manager shall jointly inspect the area to be used in order to determine and record the condition of the Work therein. Owner and SWB Yankees LLC's use or occupancy of any portion of the Project prior to or after the Date of Substantial Completion shall not constitute or be deemed to constitute acceptance of the Work; provided, however, Construction Manager shall not be liable to fix or correct any damage to the Project that is solely caused by such Owner or SWB Yankees LLC use or occupancy prior to Final Completion.

§ A.2.2.10 **Liquidated Damages for Delay.** In the event Construction Manager does not achieve Substantial Completion of the Construction Work on or before the Guaranteed Substantial Completion Date, then Construction Manager shall pay to Owner, or at Owner's discretion Owner shall withhold from all payments, in addition to Retainage, as Liquidated Damages, and not as a penalty, the sum of \$5,000 per day for each day after the Guaranteed Substantial Completion Date, up to and until the date the Project actually achieves Substantial Completion as defined in Article A.2.2.8; provided, however, that sum of liquidated damages for days a home game is scheduled to be played at the stadium shall be \$10,000 for the first seven (7) scheduled home games in the 2013 season (i.e., liquidated damages for the day of the opening home game on April 4, 2013, and for the day of each of the following nine (9) home games shall be calculated at a rate of \$10,000 per day, not \$5,000), and \$20,000 for each scheduled home game thereafter (i.e., liquidated damages for the day of the eleventh (11th) home game and for the day of every home game thereafter shall be calculated at a rate of \$20,000 per day, not \$5,000). Such Liquidated Damages shall not affect Owner's termination and suspension rights under this Agreement and rights to claim damages from such termination or other breach of contract claims not relating to delay breaches. Notwithstanding Owner's withholding of such Liquidated Damages, Construction Manager shall continue to diligently prosecute the Work and make progress towards its completion. It is understood and agreed by the Parties that the terms, conditions and amounts fixed pursuant to this Article do not constitute a penalty and are reasonable considering the damages that Owner shall sustain in the event of Construction Manager's failure to cause Substantial Completion to occur on or before the Guaranteed Substantial Completion Date. This amount is fixed as liquidated damages because of the difficulty of ascertaining the exact amount of the damages that will be sustained by Owner by reason of any such failure, and the amount shall be applicable regardless of the actual amount of damages sustained by Owner by reason of any such failure.

§ A.2.2.11 Construction Manager: (i) acknowledges that prior to the Substantial Completion Date it will be working in and on a Project that is used for "Pre-Opening Activities" by Owner and Lessee as set forth in Article A.2.2.9 above, and further; (ii) acknowledges that after the Substantial Completion Date it will be working in and on a Project that is occupied and used by Owner and Lessee as well as by guests, invitees and the public; (iii) covenants that it shall perform and coordinate all Work in a manner that will not interfere with or disturb such use or occupancy; and (iv) acknowledges that the costs associated with doing so are included in the GMP.

§ A.2.2.12 "Final Completion" is the point at which all of the Work, including all Punch-List items on all Punch-Lists, has been fully and finally performed, completed and approved by Owner and all governmental or quasi-governmental authorities in accordance with the terms and conditions of this Agreement, all of the Contract Documents and all Applicable Law; final versions of all of as-built drawings, waivers of lien, warranties and other deliverables have been delivered to Owner; and the Project is open to the public; except for Design-Builder's

responsibility to correct Work not then identified as defective as provided in Article 12 of the Agreement and to satisfy its warranty, guarantee, and other requirements, which extend beyond Final Completion.

ARTICLE A.3 Amendments to the Agreement

§ A.3.1 As consideration for the amendments and modifications to the Agreement provided for herein, Article 5.1.1 of the Agreement shall be modified to provided that the Construction Manager's Fee shall be the lump sum of Six Hundred Thousand and 00/00 Dollars.

§ A.3.2 The parties agree that in addition to retainage of 10% for Costs of the Work self performed by Construction Manager and as Cost of the Work payable to Subcontractors provided in the Agreement, the 10% retainage shall also apply to the Construction Manager's Fee and to the portions of the Cost of the Work comprising "general conditions costs" payable to Construction Manager for the performance of the Work under the Agreement.

§ A.3.3 Article 11.1.8 shall be revised to insert SWB Yankees LLC as an additional insured.

§ A.3.4 Article 11.3.7 shall be revised so that the first clause reads: "The Owner, SWB Yankees LLC, and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other...."with the intent being that SWB Yankees LLC shall be an additional party to the waiver of subrogation clause.

§ A.3.5 Conflict between Agreement and other Contract Documents. In the event that there is conflict between the provision of this Amendment and any of the Attachments hereto, or any other of the Contract Documents, the provisions of this Amendment shall control.

§ A.3.6 SWB Yankees LLC shall be an express third party beneficiary of this Agreement to the extent that it may recover damages against the Construction Manager on account of any breach or default by the Construction Manager under this Agreement. In addition, SWB Yankees LLC may propose and approve Change Orders as if it were the Owner, without limitation of Owner's right (as between the Owner and SWB Yankees LLC) to veto the inclusion of such Change Orders to the Project scope under the terms of the lease agreement between the Owner and SWB Yankees LLC. Notwithstanding the foregoing two sentences, it is expressly understood and agreed that SWB Yankees LLC is not a party to this Agreement, and nothing herein be construed to create any obligation on the part of SWB Yankees LLC to perform under this Agreement.

—See attached digital signatures page—

OWNER (Signature)

(Printed name and title)

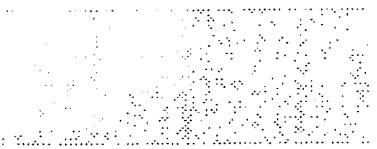
—See attached digital signatures page—

CONSTRUCTION-MANAGER (Signature)

(Printed name and title)

Init.

Digital Signatures Page



Init.

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(1732723833)

Additions and Deletions Report for AIA[®] Document A133[™] – 2009 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:58:08 on 04/24/2012.

PAGE 1

PNC Field
235 Montage Mountain Road, Moosic, PA.

...

The Multi-Purpose Stadium Authority of Lackawanna County
200 Adams Avenue, 6th Floor
Scranton, PA 18503

...

Alvin H. Butz, Inc.
840 Hamilton Street, Suite 800
P.O. Box 509
Allentown, PA 18105-0509
Phone: 610-395-6871
Fax: 610-395-3363

...

Pursuant to ~~Section Article 2.2.6~~ of the Agreement, the Owner and Construction Manager hereby amend the Agreement to ~~establish a Guaranteed Maximum Price (comprised of AIA Document A133-209 and AIA Document A201-2007, and all amendments thereto, all as modified and amended by the parties) to establish a Guaranteed Maximum Price, establish a schedule for completion of the Work, and as otherwise set forth herein.~~ As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is ~~an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee the Contract Sum and may not be exceeded for any reason other than the issuance by Owner of Change Orders as provided in the Agreement. The Contract Sum consists of the Contingency (available solely for costs incurred from expediting the Work, as further specified and limited by Article A.1.1.3 below) plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.~~ Agreement and amended below, plus General Conditions costs, as further defined and limited by Article A.1.1.1 below and Attachment A.

§ A.1.1.1 The Contract Sum is the sum of (i) the Cost of the Work, as set forth in Article 6 of the Agreement and as further specified and amended in this Amendment, (ii) additional General Conditions costs not expressly included in the Cost of the Work (but specifically excluding the cost of utilities (including all hook-up and other fees and deposits) needed and/or used to perform the Work and to complete the construction of the Project), and (iii) the Contingency, in the fixed amount of \$250,000, available solely for costs incurred for expediting the Work (as further specified and limited by Article A.1.1.3 below), which Contract Sum is guaranteed by the Construction Manager not to exceed (\$ —); subject to additions and deductions by Change Order Thirty-Four Million Eight Hundred Thirty-Nine Thousand Eight Hundred Eleven and 00/100 DOLLARS (\$34,839,811.00), as further specified and broken down on a line-item basis in Attachment A, subject to additions and deductions solely by scope changes ordered by Owner and reflected by Owner approved Change Orders, as provided in the Contract Documents. Such Contract Sum is referred to in the

Contract Documents as the Guaranteed Maximum Price, or "GMP." Notwithstanding any provisions of the Contract Documents to the contrary, costs which would cause the GMP to be exceeded for any reason other than the issuance by the Owner of Change Orders shall be paid for and be borne by Construction Manager without reimbursement by Owner. Construction Manager shall pay for and bear all costs in excess of the GMP to perform the Work and complete the Project. Construction Manager shall pay for all fees and deposits to perform the Work and construct the Project and all discounts shall accrue to the benefit of Owner. Additionally, Construction Manager acknowledges that upon Substantial Completion, which is fixed to occur on or before March 24, 2013 (as provided below) and as to which date time shall be of the essence, it will be performing the Work in an operating baseball stadium admitting members of the general public as patrons as further set forth herein and the Contract Documents, and all costs associated with the same, subject only to the issuance of Change Orders, are included in the GMP.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

The Guaranteed Maximum Price does not include the Construction Manager's Fee which is fixed at \$600,000 (as the same may be increased only by Change Orders issued after the execution of this Amendment and only after the total of such Change Orders exceeds the GMP by One Million and 00/100 DOLLARS (\$1,000,000.00), and in such event being at the rate of one and one-half percent (1.5%) of the Subcontract Costs, and Article 2.2.1 of the Agreement is hereby amended to provide that the Construction Manager's Fee is separate and distinct from the Contract Sum and shall not be included in the Guaranteed Maximum Price. In addition to the Construction Manager's Fee, provided Substantial Completion (as defined in Article 9.8, as such definition is amended by Article A.2.2.7 below) is achieved on or before the Guaranteed Substantial Completion Date of March 24, 2013, Owner shall pay Construction Manager at the time of Final Payment under Article 7.3 hereof a completion bonus of One Hundred Thousand and 00/100 DOLLARS (\$100,000.00) (the "Completion Bonus").

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

Contingency. Article 2.2.4 of the Agreement is hereby deleted, and replaced by the following: The Guaranteed Maximum Price includes a "Contingency" in the amount of Two Hundred and Fifty Thousand and 00/100 DOLLARS (\$250,000.00) which will be available solely for the limited purpose of costs incurred for expediting the Work (including, but not limited to overtime, double shift work, employing additional subcontractors and expediting delivery of materials by air freight) in order to achieve Substantial Completion by the Guaranteed Substantial Completion Date of March 24, 2013 and for no other purpose. Construction Manager acknowledges and agrees that the costs of needed additional shifts and overtime to timely complete Substantial Completion may exceed the Contingency, and Construction Manager shall be responsible and pay for any such additional costs and such additional costs shall not result in an increase in the GMP or the Contingency. Prior to (when reasonably possible) and in any event, no later than ten (10) days after Construction Manager incurs any such costs which Construction Manager intends to charge against the Contingency as provided for herein, Construction Manager shall provide Owner and Architect with a written detailed breakdown of such charges, and all such charges shall be included in Applications for Payment as a specific line item. Owner and Architect shall have the right to withhold payment of charges against the Contingency when, after Owner's and Architect's review of such detailed cost breakdown, and only to the extent reasonably necessary to protect the Owner, in the Owner's or the Architect's opinion such cost is not warranted and/or properly documented. Any Contingency funds not used in accordance with this Article shall be included in the computation of Savings and shall revert 100% back to the Owner in accordance with the Agreement.

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Construction Manager acknowledges and agrees that it has a fiduciary duty to prosecute the completion of the Project within the GMP and the Contract Time set forth in the Schedule shown on Attachment D. Construction Manager has provided the GMP based upon Construction Documents to be completed, subsequent to the execution of the Agreement and this Amendment. Construction Manager represents that the GMP is adequate to cover the Cost of the Work, and has included costs in its GMP in contemplation and expectation of the final design details and

specifications in the eventual Final Plans and Specifications that are consistent with a first class quality level Project and consistent with the existing Contract Documents and drawings and specifications or reasonably inferable therefrom. The finalization of the drawings and specifications includes all items that can be reasonably inferred or inferable from the above criteria as defined below in Article A.1.1.6.

Item Price (\$0.00)

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

Construction Manager acknowledges that the public funds for the Project have been raised and approved based on the Guaranteed Maximum Price provided for herein. Construction Manager shall not seek, nor shall Construction Manager be entitled to any additional funds over and above the amount of the Guaranteed Maximum Price (as adjusted for Owner-approved Change Orders), plus the Construction Manager's Fee and Completion Bonus, if applicable, for any reason whatsoever. The Guaranteed Maximum Price and the Construction Manager's Fee constitute the total funds that are and shall be available for the Project, and Owner shall have no obligation to provide any funds over and above the Guaranteed Maximum Price (as adjusted for Owner-approved Change Orders), the Construction Manager's Fee and the Completion Bonus, if applicable.

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Owner's approval of the final design of the Project, any drawing, plan, specifications or other Contract Document shall not be deemed to be a statement or representation by the Owner that the drawing and specifications and other Contract Documents are all-inclusive. As a result, Construction Manager is responsible for, and the Construction Work includes, all work that is reasonably inferred or inferable from the drawings and specifications and other Contract Documents and is necessary to complete the Work. The term "reasonably inferred" or "reasonably inferable" takes into consideration the understanding of the Parties that not every detail or item of Work will be shown on the drawings or included in the specifications. Construction Manager shall not be entitled to an increase in the GMP due to the absence in the drawings and/or specifications of any detail or specification in the Contract Documents that may be required to complete the Project, or for any additional work which may be found necessary as the Work progresses in order to complete the construction of the Project. If an item or system is either shown or specified, all material and equipment required for the proper installation of such item or system and needed to make a complete, operating first-class installation including all accessories and appurtenances, shall be provided whether or not detailed or specified, omitting only such parts as may be specifically excepted by the Owner or the Architect. For example, if an item or system is shown architecturally in a general manner, the Work shall automatically include Construction Manager's supplying and installing a complete first-class item or system, with all civil, structural, mechanical, electrical and plumbing (MEP) aspects and details of such item or system, whether or not such aspects or details are shown on the civil, structural or MEP drawings or specifications. In addition, if a system or item is shown on the civil, structural or MEP drawings and specifications, then the associated and necessary architectural and engineering features shall be provided based on the Construction Manager's experience as a first quality and class general contractor for this building type, and experience in general, to foresee the development of the design documents, coordination between, and sequencing of, the trades and final constructability expertise for cost and quality. In addition, it is understood that the drawings and specifications upon which Construction Manager formed the basis of the GMP include any and all amendments or enhancements made to the drawings and specifications by the Architect to ensure the Project is in compliance with the Americans with Disabilities Act (ADA); provided, however, that nothing herein shall be construed to require Construction Manager to insure, guarantee or certify that the drawings and specifications are ADA compliant.

Document Title Date Pages

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

Construction Manager confirms to SWB Yankees LLC that the Project descriptions and drawings provide sufficient detail so as to provide a GMP and construct the Project per the specifications and other elements associated with the Project. The Construction Manager confirms to SWB Yankees that they (A) have information and resources necessary for completion of the Project (B) have obtained all material and labor resources (or binding commitments therefore), and will obtain permits, approvals, licenses and other items necessary to complete the Project.

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

§ A.1.1.8 ~~The Guaranteed Maximum Price is based upon the following Drawings:~~ Itemized Statement of the Guaranteed Maximum Price. Provided in Attachment A is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates and other items that comprise the Guaranteed Maximum Price. (Either list the Drawings here, or refer to an exhibit attached to this Agreement.) (Provide below or reference an attachment.)

See Attachment A

| Number | Title | Date |
|--------|-------|------|
|--------|-------|------|

§ A.1.1.9 ~~The Guaranteed Maximum Price is based upon the following other documents and information:~~ on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: (State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

The Guaranteed Maximum Price is based on the Alternates, if any, in Attachment B. Construction Manager agrees to bear the cost for any alternate or additional information or material required to fully and properly incorporate any alternate into the Work.

§ A.1.1.10 Allowances included in the Guaranteed Maximum Price, if any: (Identify allowance and state exclusions, if any, from the allowance price.)
The Guaranteed Maximum Price is based on the Allowances, if any, in Attachment B. Construction Manager shall be responsible for procuring the best quality of materials and services for the best value at the lowest achievable cost. Construction Manager shall secure Owner's written approval before spending Allowance dollars.

(a) Unless otherwise provided in the Contract Documents:
 (1) Allowances shall cover the cost to Construction Manager of materials and equipment delivered at the site as specified in Attachment B;
 (2) whenever costs are more than or less than Allowances, the GMP shall be adjusted accordingly only by Owner approved Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the Allowances set forth on Attachment B; and (ii) changes in Construction Manager's costs. All such change orders are subject to Owner's prior written approval as set forth in the Contract Documents.

(b) Notwithstanding anything herein to the contrary, the Allowance for rock and unknown soil conditions set forth on Attachment B shall not be increased by any Change Order, and Construction Manager acknowledges and agrees that there will be no increase in the GMP for costs incurred over and above such Allowance for any subsurface or other unknown, concealed or differing conditions.

| Item | Price (\$0.00) |
|------|----------------|
|------|----------------|

§ A.1.1.11 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See Attachment A-3. In the event there are inconsistencies or conflicts between this Amendment and the assumptions listed in Attachment A-3, this Amendment shall control.

§ A.1.1.12 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
| None | | | |

§ A.1.1.13 The Guaranteed Maximum Price is based upon the following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

The drawings and specifications (the "Drawings and Specifications") are set forth in **Attachment C** and in **Attachment C -1**. The parties agree that **Attachment C** hereto, dated as of the Effective Date of this Amendment, references drawings and specifications and addenda which are seventy-five percent (75%) complete, and that when the drawings and specifications and addenda have been finalized by the Architect and approved by Owner, the finalized documents will be designated on **Attachment C -1**. Construction Manager acknowledges that the Project includes those elements of the Work on the Final Drawings and Specifications to be issued and identified on **Attachment C -1**, and that the cost of said Work is included within the Guaranteed Maximum Price set forth herein. Construction Manager shall not claim a "Scope Change" as such term is defined in Article 2.2.6 based on the finalization of the drawings and specifications, and the Guaranteed Maximum Price shall not be increased as a result of the finalization of the drawings and specifications as identified on **Attachment C -1**. Notwithstanding anything herein to the contrary, should Owner issue a Owner approved Change Order which actually increases the scope of the Work, than Construction Manager shall be entitled to corresponding increase in the GMP, as provided for in the Contract Documents.

| <u>Section</u> | <u>Title</u> | <u>Date</u> | <u>Pages</u> |
|----------------|--------------|-------------|--------------|
|----------------|--------------|-------------|--------------|

§ A.1.1.14 The Guaranteed Maximum Price is based upon the following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

See Article A.1.1.7 above, and **Attachment C** and **Attachment C -1** hereto.

| <u>Number</u> | <u>Title</u> | <u>Date</u> |
|---------------|--------------|-------------|
|---------------|--------------|-------------|

§ A.1.1.15 The Guaranteed Maximum Price is based upon the following other documents and information:

PAGE 5

All Contract Documents, as defined in Article 1.1 of the Agreement.

...

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment: Schedule and Prosecution of Construction Work.

§ A.2.1.1 Schedule. The Construction Work shall be performed and completed in accordance with the Schedule attached hereto as **Attachment D**. A more detailed "critical path" Schedule shall be developed and updated as the Project progresses and such detailed Schedule and all updates to it approved by Owner shall be deemed to be part of **Attachment D**. The Schedule shall, at a minimum, show:

- (1) The Date of Commencement;
- (2) the early and late start and stop times for each major construction activity;
- (3) all "critical path" activities and their duration;
- (4) the sequencing of all procurement, approval, delivery and work activities;
- (5) the early and late order dates for all long lead time materials and equipment;
- (6) critical Owner and Architect decision dates;
- (7) the Guaranteed Substantial Completion Date (as defined below); and
- (8) the Guaranteed Final Completion Date (as defined below).

§ A.2.1.2 Construction Manager shall promptly provide to Owner and the Architect copies of the Schedule as revised. The Schedule shall (1) be revised by Construction Manager whenever there is a material variance in the progress of the Construction Work from the then-current Schedule and otherwise at appropriate intervals, but in no event less frequently than twice monthly, and (2) provide for expeditious and practicable execution of the Work.

Notwithstanding anything in the foregoing to the contrary, it is understood that in under no circumstances shall the Guaranteed Substantial Completion Date (as defined below) or the Guaranteed Final Completion Date (as defined below) be modified or extended without the express written consent of Owner and then only as a result of Owner's issuance of a scope change reflected in Owner approved Change Orders.

§ A.2.1.3 Construction Manager shall promptly provide summary schedules as required by Owner in a form and containing content as prescribed by Owner for any portion of the Work or all of the Work.

§ A.2.1.4 Construction Manager shall keep Owner informed on a periodic (but not less than monthly) basis, unless circumstances dictate the need to do so more frequently, as to actual progress made. Construction Manager shall provide Owner with full and complete access to all reports, logs and other systems in which Construction Manager records or notes the daily progress of the Construction Work. Construction Manager shall inform Owner of any material deviation from the Schedule which, in Construction Manager's good faith determination, is likely to cause a material delay in the Guaranteed Substantial Completion Date of the Project (as shown on the current Schedule), as soon as reasonably possible after such deviation becomes apparent to Construction Manager; provided however that no such notice shall extend the Guaranteed Substantial Completion Date (as defined below) nor excuse Construction Manager from timely performance of the Work.

§ A.2.2 Substantial Completion.

§ A.2.2.1 The Construction Work to be performed under the Contract Documents shall be commenced by Construction Manager on the Date of Commencement, and Construction Manager guarantees that the Construction Work shall be Substantially Complete (as defined in Article 9.8.1(a), as such definition is amended by Article A.2.2.8 below), on or before March 24, 2013 (the "Guaranteed Substantial Completion Date"); and Construction Manager guarantees that the Project shall be ready for opening as of April 4, 2013 (which date is the first scheduled home game to be played in the stadium); and Construction Manager guarantees that the Construction Work, and Construction Manager's obligations under the Contract Documents, shall be Finally Complete (as defined in Article 9.10, as such definition is amended by Article A.2.2.12 below) on or before the sixtieth (60th) day after the Guaranteed Substantial Completion Date (the "Guaranteed Final Completion Date").

§ A.2.2.2 Construction Manager hereby agrees and stipulates that time is of the essence to Owner under this Agreement, as to all dates on the critical path, including the Guaranteed Substantial Completion Date and the Guaranteed Final Completion Date set forth in Article A.2.2.1 and all critical path dates set forth on the Schedule.

§ A.2.2.3 Prosecution of the Construction Work. Construction Manager shall perform the Construction Work so that the portion of the Construction Work completed at any point in time shall not be less than as required by the Schedule and the portion of the Contract Sum (GMP) remaining to be disbursed will be sufficient to complete the Work, failing which Construction Manager shall be responsible to accelerate the Work at its sole cost to meet the Schedule and shall pay for Work remaining to be performed until such time when the balance of the Contract Sum/GMP remaining to be disbursed is sufficient to complete the Work, all as determined by Owner.

§ A.2.2.4 Excusable Delay. An "Excusable Delay" means an actual delay of the Work activities on the critical path to the extent resulting from Force Majeure (defined solely as an act of terrorism in Scranton/Wikes-Barre, in each case only to the extent the event in question is beyond the reasonable control of and without the acts or omissions of Construction Manager, any Subcontractor or their respective employees and agents). It is expressly stated and acknowledged that no adverse weather event, strike, labor disharmony, shortage of materials or labor, or other occurrence of any kind shall be considered an Excusable Delay under the Agreement, nor shall there be any extension of time for late design, unclear design, design error or internal requests for more information or miscommunication delays between the Architect and Construction Manager. Notwithstanding anything in the Agreement to the contrary, and with the exception of delays caused by the gross negligence or willful misconduct of the Owner or Architect, any delay other than an Excusable Delay is an "Inexcusable Delay".

§ A.2.2.5 In the event of an Excusable Delay, Owner shall, at Owner's option, either: (i) authorize an equitable extension in the Schedule, including an equitable extension of any applicable Guaranteed Substantial Completion Date, to account for such delay; (ii) decrease the scope of Work; or (iii) request that Construction Manager prepare and implement a recovery schedule for Owner's review and approval showing how (if possible) Construction Manager can achieve Substantial Completion of the Project by the Guaranteed Substantial Completion Date, and issue a corresponding Change Order for any necessary adjustment to the GMP.

§ A.2.2.6 Inexcusable Delay. In the event of an Inexcusable Delay, Construction Manager shall prepare and submit to Owner a recovery schedule for Owner's review and approval showing how Construction Manager will compensate for

the delay, accelerate the Work and achieve Substantial Completion and Final Completion of the Project by the Guaranteed Substantial Completion and Guaranteed Final Completion Dates, regardless of the occurrence of an Inexcusable Delay. Construction Manager acknowledges and accepts responsibility to achieve Substantial and Final Completion of the Project by the Guaranteed Substantial Completion and Guaranteed Final Completion Dates, and to use all means and best efforts necessary to do so, at no increase in the GMP, including, but not limited to overtime, double shift work, employing additional Subcontractors and expediting delivery of materials by air freight. In furtherance of the foregoing it is agreed that Owner shall not be liable to Construction Manager or any Subcontractor for claims or damages of a monetary or any other nature caused by or arising out of delays or hindrances contemplated or not contemplated and foreseen or not foreseen at the signing of the Agreement or this Amendment.

§ A.2.2.7 Construction Manager acknowledges that in no event shall an Inexcusable Delay allow for any adjustment whatsoever of the GMP, provided, however, that direct costs incurred from expediting the Work to recover from both an Excusable or Inexcusable delay may be charged against the Contingency, as set forth in Article A.1.1.3.

§ A.2.2.8 For purposes of this Agreement, "Substantial Completion" is, in addition to the other provisions and requirements in the Contract Documents, the point at which the Work has been fully and finally completed in strict compliance with the Contract Documents such that (1) Owner, Owner's Lessee, SWB Yankees LLC, their respective guests, invitees and the public can fully and freely occupy, utilize and enjoy the entire Project as a high quality minor league baseball stadium without hardship (i.e. there shall be no ongoing construction on any portion of the Project that would materially adversely affect guests, invitees and the public from fully occupying, utilizing and enjoying the Project and the only items outstanding shall be items which will not individually or in the aggregate impair the fan experience of the Project's guests, invitees and the public); (2) all normal means of ingress and egress are clear of obstruction; (3) all fire life safety systems are complete and operable; (4) all site work has been completed and is viable; (5) all elevators are in operation, have certificates of use, are in compliance with the requirements of the drawings and specifications, have operable telephones and are in compliance with Applicable Law; (6) all mechanical, plumbing and electrical systems are complete and operable; and (6) Construction Manager shall have obtained all final inspections and Certificates of Occupancy for the Project.

§ A.2.2.9 Notwithstanding anything to the contrary herein, Construction Manager acknowledges that certain areas of the Project will need to be made available to Owner and SWB Yankees LLC prior to Substantial Completion (and after Substantial Completion as further set forth below) in order to allow Owner and SWB Yankees LLC to undertake certain "Pre-Opening Activities" in anticipation of the first home game. To the extent commercially reasonably, Construction Manager shall turn over such areas to Owner and Lessee for such use by Owner and SWB Yankees LLC's contractors, employees and agents. Immediately prior to such Owner and SWB Yankees LLC use of the Project for "Pre-Opening Activities", Owner and Construction Manager shall jointly inspect the area to be used in order to determine and record the condition of the Work therein. Owner and SWB Yankees LLC's use or occupancy of any portion of the Project prior to or after the Date of Substantial Completion shall not constitute or be deemed to constitute acceptance of the Work; provided, however, Construction Manager shall not be liable to fix or correct any damage to the Project that is solely caused by such Owner or SWB Yankees LLC use or occupancy prior to Final Completion.

§ A.2.2.10 Liquidated Damages for Delay. In the event Construction Manager does not achieve Substantial Completion of the Construction Work on or before the Guaranteed Substantial Completion Date, then Construction Manager shall pay to Owner, or at Owner's discretion Owner shall withhold from all payments, in addition to Retainage, as Liquidated Damages, and not as a penalty, the sum of \$5,000 per day for each day after the Guaranteed Substantial Completion Date, up to and until the date the Project actually achieves Substantial Completion as defined in Article A.2.2.8; provided, however, that sum of liquidated damages for days a home game is scheduled to be played at the stadium shall be \$10,000 for the first seven (7) scheduled home games in the 2013 season (i.e., liquidated damages for the day of the opening home game on April 4, 2013, and for the day of each of the following nine (9) home games shall be calculated at a rate of \$10,000 per day, not \$5,000), and \$20,000 for each scheduled home game thereafter (i.e., liquidated damages for the day of the eleventh (11th) home game and for the day of every home game thereafter shall be calculated at a rate of \$20,000 per day, not \$5,000). Such Liquidated Damages shall not affect Owner's termination and suspension rights under this Agreement and rights to claim damages from such termination or other breach of contract claims not relating to delay breaches. Notwithstanding Owner's withholding of such Liquidated Damages, Construction Manager shall continue to diligently prosecute the Work and make progress towards its completion. It is understood and agreed by the Parties that the terms, conditions and amounts fixed pursuant to this Article do not constitute a penalty and are reasonable considering the damages that Owner shall

sustain in the event of Construction Manager's failure to cause Substantial Completion to occur on or before the Guaranteed Substantial Completion Date. This amount is fixed as liquidated damages because of the difficulty of ascertaining the exact amount of the damages that will be sustained by Owner by reason of any such failure, and the amount shall be applicable regardless of the actual amount of damages sustained by Owner by reason of any such failure.

§ A.2.2.11 Construction Manager: (i) acknowledges that prior to the Substantial Completion Date it will be working in and on a Project that is used for "Pre-Opening Activities" by Owner and Lessee as set forth in Article A.2.2.9 above, and further; (ii) acknowledges that after the Substantial Completion Date it will be working in and on a Project that is occupied and used by Owner and Lessee as well as by guests, invitees and the public; (iii) covenants that it shall perform and coordinate all Work in a manner that will not interfere with or disturb such use or occupancy; and (iv) acknowledges that the costs associated with doing so are included in the GMP.

§ A.2.2.12 "Final Completion" is the point at which all of the Work, including all Punch-List items on all Punch-Lists, has been fully and finally performed, completed and approved by Owner and all governmental or quasi-governmental authorities in accordance with the terms and conditions of this Agreement, all of the Contract Documents and all Applicable Law; final versions of all of as-built drawings, waivers of lien, warranties and other deliverables have been delivered to Owner; and the Project is open to the public; except for Design-Builder's responsibility to correct Work not then identified as defective as provided in Article 12 of the Agreement and to satisfy its warranty, guarantee, and other requirements, which extend beyond Final Completion.

ARTICLE A.3 Amendments to the Agreement

§ A.3.1 As consideration for the amendments and modifications to the Agreement provided for herein, Article 5.1.1 of the Agreement shall be modified to provided that the Construction Manager's Fee shall be the lump sum of Six Hundred Thousand and 00/00 Dollars.

§ A.3.2 The parties agree that in addition to retainage of 10% for Costs of the Work self performed by Construction Manager and as Cost of the Work payable to Subcontractors provided in the Agreement, the 10% retainage shall also apply to the Construction Manager's Fee and to the portions of the Cost of the Work comprising "general conditions costs" payable to Construction Manager for the performance of the Work under the Agreement.

§ A.3.3 Article 11.1.8 shall be revised to insert SWB Yankees LLC as an additional insured.

§ A.3.4 Article 11.3.7 shall be revised so that the first clause reads: "The Owner, SWB Yankees LLC, and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other..." with the intent being that SWB Yankees LLC shall be an additional party to the waiver of subrogation clause.

§ A.3.5 Conflict between Agreement and other Contract Documents. In the event that there is conflict between the provision of this Amendment and any of the Attachments hereto, or any other of the Contract Documents, the provisions of this Amendment shall control.

§ A.3.6 SWB Yankees LLC shall be an express third party beneficiary of this Agreement to the extent that it may recover damages against the Construction Manager on account of any breach or default by the Construction Manager under this Agreement. In addition, SWB Yankees LLC may propose and approve Change Orders as if it were the Owner, without limitation of Owner's right (as between the Owner and SWB Yankees LLC) to veto the inclusion of such Change Orders to the Project scope under the terms of the lease agreement between the Owner and SWB Yankees LLC. Notwithstanding the foregoing two sentences, it is expressly understood and agreed that SWB Yankees LLC is not a party to this Agreement, and nothing herein be construed to create any obligation on the part of SWB Yankees LLC to perform under this Agreement.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Amy C. Stouffer, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:58:08 on 04/24/2012 under Order No. 5912323413_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

**GMP AMENDMENT
ATTACHMENT "A-1"**

ALVIN H. BUTZ, INC.



Project: **PNC FIELD - LACKAWANNA COUNTY STADIUM
GMP ITEMIZED STATEMENT OF COSTS**

3/23/2012
REVISED 4/24/12

| <u>BID PACKAGE / WORK DESCRIPTION</u> | <u>COST</u> |
|--|--------------|
| <u>CONSTRUCTION COST - BASE</u> | |
| BP-02A DEMOLITION | \$ 1,829,280 |
| BP-02B SITEWORK | \$ 1,676,644 |
| BP-02C PAVING | \$ 191,132 |
| BP-02D FENCING | \$ 278,394 |
| BP-02E LANDSCAPING | \$ 209,866 |
| BP-03A CONCRETE | \$ 3,054,401 |
| BP-03B PRECAST CONCRETE | \$ 363,394 |
| BP-04A MASONRY | \$ 2,094,313 |
| BP-05A STRUCTURAL STEEL | \$ 4,631,164 |
| BP-05B MISCELLANEOUS METALS | \$ 1,508,762 |
| BP-06A CARPENTRY | \$ 1,248,050 |
| BP-06B CASEWORK | \$ 225,112 |
| BP-07A ROOFING AND WATERPROOFING | \$ 1,014,049 |
| BP-07B METAL WALL PANELS | \$ 1,268,983 |
| BP-08A OVERHEAD DOORS AND DOCK EQUIPMENT | \$ 133,364 |
| BP-08B STOREFRONT, WINDOWS & GLAZING | \$ 770,644 |
| BP-08C DOORS FRAMES & HARDWARE SUPPLY ONLY | \$ 260,625 |
| BP-09A CERAMIC TILE | \$ 129,431 |
| BP-09B RESILIENT FLOORING | \$ 198,727 |
| BP-09C PAINTING | \$ 547,814 |
| BP-09D SEATING BOWL RESTORATION | \$ 568,560 |
| BP-10A SPECIALTIES | \$ 351,634 |
| BP-10B SIGNAGE AND GRAPHICS | \$ 20,600 |
| BP-11A ATHLETIC EQUIPMENT | \$ 526,840 |
| BP-12A STADIUM SEATING | \$ 1,039,326 |
| BP-14A ELEVATORS | \$ 132,458 |
| BP-21A FIRE PROTECTION SYSTEMS | \$ 494,784 |
| BP-22A PLUMBING SYSTEMS | \$ 2,529,157 |
| BP-23A HEATING VENTILATING AND AIR CONDITIONING | \$ 2,450,629 |
| BP-26A ELECTRICAL | \$ 5,106,785 |
| <u>ADDITIONAL SCOPE ITEMS</u> | |
| EXISTING HOME CLUBHOUSE EXTERIOR ALTERATIONS (Cost Modified by Accepted VE Items List - Refer to VE List) | \$ 257,500 |
| PARKING LOT LIGHTING REPAIRS & PEDESTRIAN LIGHTS | \$ 370,017 |
| DUGOUT EXTENSION AND TOILET (BOTH SIDES) | \$ 600,000 |
| ADA UPGRADES PER OPTION 1 (RAMP AT RT. FIELD SEATING) | \$ 310,014 |
| TIKI BAR DESIGN DEVELOPMENT | \$ 128,106 |
| TIKI BAR GRILL ENCLOSURE | \$ 32,000 |
| PICNIC AREA STRUCTURE | \$ 120,000 |
| UPGRADED SUITE FINISHES | \$ 223,240 |

**GMP AMENDMENT
ATTACHMENT "A-1"**

ALVIN H. BUTZ, INC.



Project: **PNC FIELD - LACKAWANNA COUNTY STADIUM
GMP ITEMIZED STATEMENT OF COSTS**

3/23/2012
REVISED 4/24/12

| <u>BID PACKAGE / WORK DESCRIPTION</u> | <u>COST</u> |
|--|----------------------|
| <u>ALLOWANCES</u> | |
| ROCK REMOVAL ALLOWANCE | \$ 43,750 |
| PLANT MATERIAL & DECORATIVE LANDSCAPE ALLOWANCE | \$ 150,000 |
| CLUBHOUSE RENOVATIONS ALLOWANCE | \$ 400,000 |
| BUILDING SIGNAGE STRUCTURE & POWER ALLOWANCE | \$ 100,000 |
| KID'S PLAY AREA FENCE AND NETTING ALLOWANCE | \$ 30,000 |
| BEVERAGE LINE CONDUIT ALLOWANCE | \$ 40,000 |
| INDUCTION WARMING UNITS AND REFRIGERATORS IN SUITES | \$ 60,000 |
| INSTALL KITCHEN EQUIP. PER FOOD SERVICE GENERAL REQUIREMENTS | \$ 75,000 |
| | |
| <u>CONTINGENCY</u> | |
| CONTINGENCY FOR ADDITIONAL STAFFING/OT/SHIFT WORK | \$ 250,000 |
| | |
| <u>CONSTRUCTION COST REVISIONS</u> | |
| VE ITEMS ACCEPTED (REFER TO VE ITEMS LIST) | \$ (3,281,657) |
| BUYOUT DISCOUNT | \$ (1,000,000) |
| | |
| <u>GENERAL CONDITIONS COST</u> | <u>\$ 1,076,920</u> |
| | |
| <i>GMP PROJECT TOTAL</i> | \$ 34,839,811 |

**GMP AMENDMENT
ATTACHMENT "A-2"**

ALVIN H. BUTZ, INC.
CONSTRUCTION MANAGER



| Project: PNC FIELD - LACKAWANNA COUNTY STADIUM | | 3/23/12 |
|--|-----------------|--------------------|
| VE ITEMS LIST | | REVISED 3/26/12 |
| Description | Targeted Amount | Accepted V/E Items |
| | | Rejected V/E Items |
| | | Comments |
| BP-02B SITEWORK | | |
| Delete Oak Grove Bridge and additional MSE walls & precast pavers | \$ (148,334) | \$ (148,334) |
| Delete replacing new field access drive (includes paving) | \$ (53,103) | \$ (53,103) |
| Delete left field entry plaza outside of gates (add stairs and HC ramp) | \$ (115,455) | \$ (115,455) |
| Delete MSE walls at batter's eye | \$ (19,046) | \$ (19,046) |
| Delete MSE wall at kid's zone berm area (including stairs) | \$ (26,186) | \$ (26,186) |
| Delete replacing curb at main entrance and 1st base side of parking lot area | \$ (44,415) | \$ (44,415) |
| | | |
| BP-02C PAVING | | |
| Savings included in BP-02B | | |
| | | |
| BP-02D FENCING | | |
| | | |
| | | |
| BP-02E LANDSCAPING | | |
| Reduce landscape budget from \$250,000 to \$150,000 | \$ (100,000) | \$ (100,000) |
| | | |
| BP-03A CONCRETE | | |
| Delete bollards at curb line | \$ (36,000) | \$ (36,000) |
| Substitute insulation under deck for split slab above infield concourse | \$ (40,937) | \$ (40,937) |
| Substitute insulation under deck for split slab above interior areas | \$ (16,050) | \$ (16,050) |
| | | |
| BP-03B PRECAST CONCRETE | | |
| Substitute metal bleachers for precast concrete at right field seating area | \$ (310,702) | \$ (310,702) |
| | | |
| BP-04A MASONRY | | |
| Delete CMU Thermal wall - Substitute metal stud/GWB wall | | |
| Change elevator walls from CMU to Metal studs/GWB | | |
| Change stair walls from CMU to Metal studs/GWB | | |
| Stop full height interior CMU walls at 10'-0" AFF - Top with Stud/GWB walls above | | |
| Reduce full height interior CMU walls in selected group areas (Visitor Clubhouse, DOG, etc.) | | |
| Reduce chase walls in toilets to 10'-0" | | |
| Total for items above | \$ (230,983) | \$ (230,983) |

**GMP AMENDMENT
ATTACHMENT "A-2"**

ALVIN H. BUTZ, INC.
CONSTRUCTION MANAGER



| Project: PNC FIELD - LACKAWANNA COUNTY STADIUM | | | | | 3/23/12 |
|---|-----------------|-------------------|-------------------|-------------------------------|---------|
| VE ITEMS LIST | | | | | |
| Description | Targeted Amount | Accepted VE Items | Rejected VE Items | Comments | |
| Delete all CMU backup at exterior CMU veneer wall. Use Stud backup throughout | no savings | | | | |
| Substitute single wythe foundation walls | \$ (24,993) | \$ (24,993) | | | |
| Substitute shot blast for ground face exterior CMU finish (Beavertown Mfr) | \$ (26,000) | \$ (26,000) | | Alt. for Ground Face CMU | |
| Eliminate 2 starter courses at suite level | \$ (16,625) | \$ (16,625) | | | |
| Delete Home Clubhouse Exterior Façade Alterations/Keep Mansard Roof | \$ (257,500) | \$ (225,000) | \$ (32,500) | Paint Existing Roof to Remain | |
| Delete Bond Beam at First Floor Level | no change | Accepted | | Item Added at 3/6/12 Meeting | |
| BP-05A STRUCTURAL STEEL | | | | | |
| Delete field side suite roof overhang | \$ (91,403) | \$ (91,403) | | | |
| Delete field side suite roof outriggers and decorative tube steel | \$ (13,810) | \$ (13,810) | | | |
| Delete roof screen steel - Ref BP-07B | | | | | |
| Revised Steel Estimate | | \$ (200,000) | | | |
| BP-05B MISCELLANEOUS METALS | | | | | |
| Simplify design of privacy panel, guardrails and drink rails | \$ (172,795) | \$ (172,795) | | | |
| Delete drink rail at Suite glass | \$ (30,771) | | \$ (30,771) | | |
| Delete drink rail at Suite seats | \$ (62,918) | | \$ (62,918) | | |
| Delete drink rail at Club area glass | \$ (41,028) | \$ (41,028) | | | |
| Delete drink rail at Club seating area | \$ (149,733) | | \$ (149,733) | | |
| Substitute composite top for stainless steel top at drink rail - 1740 LF | \$ (52,200) | \$ (52,200) | | | |
| BP-06A CARPENTRY | | | | | |
| BP-06B CASEWORK | | | | | |
| BP-07A ROOFING AND WATERPROOFING | | | | | |
| Delete roof at main entrance lower canopy - Ref BP-07B | | | | | |
| BP-07B METAL WALL PANELS | | | | | |
| Delete metal screen at Home Clubhouse (all inclusive) | \$ (69,535) | \$ (69,535) | | | |
| Delete metal screen at Left Field Entrance (all inclusive) | \$ (59,960) | \$ (59,960) | | | |
| Delete roof screens (includes steel supports) | \$ (42,310) | \$ (42,310) | | | |
| Substitute uninsulated metal panels in lieu of insulated metal panels | \$ (620,270) | \$ (620,270) | | | |
| Change backup wall construction for metal panel substitution | \$ 90,285 | \$ 90,285 | | | |

**GMP AMENDMENT
ATTACHMENT "A-2"**

ALVIN H. BUTZ, INC.
CONSTRUCTION MANAGER



| Project: PNC FIELD - LACKAWANNA COUNTY STADIUM | | | | | 3/23/12 |
|---|-----------------|-------------------|-------------------|----------------------------|-----------------|
| VE ITEMS LIST | | | | | REVISED 3/26/12 |
| Description | Targeted Amount | Accepted VE Items | Rejected VE Items | Comments | |
| Delete composite trim at suite level fascia panels | \$ (59,430) | \$ (59,430) | | | |
| Delete composite trim at windows | \$ (15,240) | \$ (15,240) | | | |
| Delete composite trim at concessions | \$ (19,550) | \$ (19,550) | | | |
| Delete main entrance lower canopy (all inclusive) | \$ (95,760) | | \$ (95,760) | Possible VE design-no roof | |
| Delete main entrance upper canopy (all inclusive) | \$ (70,232) | | \$ (70,232) | | |
| BP-08A OVERHEAD DOORS AND DOCK EQUIPMENT | | | | | |
| BP-08B STOREFRONT, WINDOWS & GLAZING | | | | | |
| Delete entry area sun shade | \$ (44,880) | \$ (44,880) | | | |
| Delete suite and club glass horizontal mullions | \$ (47,839) | \$ (47,839) | | | |
| Delete aluminum curtainwall covers | \$ (23,750) | \$ (23,750) | | | |
| Reduce suite glass height from 10' to 9' | \$ (9,720) | \$ (9,720) | | | |
| BP-08C DOORS FRAMES & HARDWARE SUPPLY ONLY | | | | | |
| BP-09A CERAMIC TILE | | | | | |
| BP-09B RESILIENT FLOORING | | | | | |
| BP-09C PAINTING | | | | | |
| Delete resinous flooring in Concessions areas | \$ (60,365) | | \$ (60,365) | | |
| BP-09D SEATING BOWL RESTORATION | | | | | |
| BP-10A SPECIALTIES | | | | | |
| Substitute steel lockers in visitor's clubhouse and other areas | \$ (8,400) | \$ (8,400) | | | |
| BP-10B SIGNAGE AND GRAPHICS | | | | | |
| BP-11A ATHLETIC EQUIPMENT | | | | | |
| BP-12A STADIUM SEATING | | | | | |
| Delete stadium seat cup holders | \$ (50,000) | | \$ (50,000) | | |

GMP AMENDMENT
ATTACHMENT "A-2"

ALVIN H. BUTZ, INC.
CONSTRUCTION MANAGER



| Project: PNC FIELD - LACKAWANNA COUNTY STADIUM | | 3/23/12 |
|---|-----------------|---|
| VE ITEMS LIST | | REVISED 3/26/12 |
| Description | Targeted Amount | Accepted VE Items Rejected VE Items Comments |
| Yankee pricing influence | \$ (50,000) | \$ (50,000) |
| BP-14A ELEVATORS | | |
| BP-21A FIRE PROTECTION SYSTEMS | | |
| Delete nitrogen system | \$ (10,000) | \$ (10,000) |
| BP-22A PLUMBING SYSTEMS | | |
| reduce fixture count (outfield fixtures incorporated into main building) | \$ (25,000) | \$ (25,000) |
| reduce outfield concourse wash down piping and | \$ (2,000) | \$ (2,000) |
| delete replacement of field trench drain covers | \$ (25,000) | \$ (25,000) |
| allow propress for copper piping | \$ (30,000) | \$ (30,000) |
| revise storm drains in concourse to uninsulated PVC piping | \$ (30,000) | \$ (30,000) |
| reduce number of roof drains by 15x | \$ (50,000) | \$ (50,000) |
| revise water heaters to de-centralized and reduce long piping runs | \$ (10,000) | \$ (10,000) |
| Stainless Steel water piping above 1 1/2" dia. | | VE added at 3-6-12 meeting |
| Delete electronic flush valves \$20K - \$40K savings | | VE added at 3-6-12 meeting |
| BP-23A HEATING VENTILATING AND AIR CONDITIONING | | |
| delete spring isolators from small fans -never in budget | ? | Accepted |
| delete all radiant heating panels | \$ (10,000) | \$ (7,500) |
| | | Keep in party decks - \$7500 HVAC + \$2500 Electric |
| reduce size of suite heat pumps back to 2.5 ton | \$ (35,000) | \$ (20,000) |
| | | Keep 7 at larger size VE includes Electric |
| reduce sizes of elec heaters in toilets /concessions | \$ (25,000) | \$ (20,000) |
| delete supply fans from concessions areas -use intake louver for exh makeup | \$ (25,000) | \$ (25,000) |
| Make boilers sized at 60% each in lieu of redundant | \$ (30,000) | \$ (30,000) |
| Delete ductless split systems from electric rooms | \$ (30,000) | \$ (30,000) |
| delete scope in exist groundkeeper areas-not in original budget for new heaters | \$ (7,000) | \$ (7,000) |
| reduce quantity of VAV boxes by 15 | \$ (22,500) | \$ (3,000) |
| allow propress for copper piping | \$ (30,000) | \$ (30,000) |
| | | Target to delete 5 VAVs |
| BP-26A ELECTRICAL | | |
| allow aluminum feeders above 100 amp and in main elec equip for buss | \$ (75,000) | \$ (75,000) |

**GMP AMENDMENT
ATTACHMENT "A-2"**

ALVIN H. BUTZ, INC.
CONSTRUCTION MANAGER



| Project: PNC FIELD - LACKAWANNA COUNTY STADIUM | | | | | 3/23/12 |
|--|-----------------------|-----------------------|-----------------------|----------|---|
| VE ITEMS LIST | | | | | REVISED 3/26/12 |
| Description | Targeted Amount | Accepted VE Items | Rejected VE Items | Comments | |
| delete all radiant heating panels | \$ (5,000) | \$ (2,500) | \$ (2,500) | | |
| reduce sizes of elec heaters in toilets /concessions | \$ (5,000) | \$ (2,500) | \$ (2,500) | | |
| allow MC cable in more areas | \$ (35,000) | \$ (35,000) | | | |
| VE lighting package-target | \$ (40,000) | \$ (40,000) | | | |
| redesign of electrical distribution system per EC sk of 2.29.12 | \$ (100,000) | \$ (100,000) | | | Increased from \$40K to \$80K requires more time and detailed study |
| Delete Parking Lot Lighting repairs from Construction Scope of Work but refeed as required by design | \$ (150,000) | | \$ (150,000) | | |
| reduce outfield concourse lighting | \$ (50,000) | \$ (50,000) | | | |
| Audio Visual design saving opportunity | \$ (100,000) | \$ (50,000) | | | |
| ADDITIONAL COST SAVINGS SUGGESTIONS | | | | | |
| Reduce concourse level building area by 5000 SF | \$ (750,000) | | \$ (750,000) | | |
| Total Cost Savings | \$ (5,044,443) | \$ (3,281,657) | \$ (1,912,786) | | |
| | | | | | |
| | | | | | |
| | | | | | |

**GMP AMENDMENT
ATTACHMENT "A-3"**



Project: PNC FIELD – LACKAWANNA COUNTY STADIUM
ASSUMPTIONS AND CLARIFICATIONS

3/23/12
REV 3/27/12

1. BASIS OF GMP

- a. Refer to "VE Items List" for VE Items included in the GMP.
- b. Refer to Attachment "B" for the list of Allowances included in the GMP. Allowances are established as an estimated cost of construction for various items not fully defined and the final cost of each allowance item will be modified higher or lower depending on the final pricing outcome. See Section A.1.1.4.9 of the GMP Amendment, the terms of which shall control in the event of inconsistency.
- c. Refer to Attachment "C" for Drawings, Specifications, sketches and other documents listed as Basis of GMP.
- d. The GMP Proposal is based on Attachment "D" Construction Schedule.
- e. All FF&E work outside of the Construction Contract scope and AHB's responsibility must be sequenced into the construction without a negative impact to the overall construction schedule to avoid potential extra costs or schedule delay. AHB will lead the effort to include schedule milestones for FF&E work including Food Service Equipment integral to the construction. See Sections A.2.2.9 and A2.2.11 of the GMP Amendment, the terms of which shall control in the event of inconsistency.
- f. The Ewing Cole Program Narrative description of work is excluded. Scope of work is based on documents listed above.
- g. The GMP includes \$250,000 for overtime and shift work. See Section A.1.1.3 of the GMP Amendment, the terms of which shall control in the event of inconsistency.

2. GENERAL

- a. PPL, Water, Gas Company and Sewer Connection fees are excluded.
- b. Third-party Plan review fees are excluded.
- c. GMP excludes costs for permits, testing services, security services, cost of gas, water, sewer and electric usage for temporary utilities and all design fees.
- d. The Construction Cost Summary is provided for information purposes only and does not represent guaranteed maximum price for each bid package breakdown of work.

3. SITE

- a. GMP includes demolition work.
- b. GMP includes site work as clarified.
- c. GMP excludes any special compaction requirements beyond Earthwork Specification requirements.
- d. GMP off-site improvement costs are limited to extending existing utilities to site.
- e. All excess fill will be utilized on site.



**GMP AMENDMENT
ATTACHMENT "A-3"**

Project: **PNC FIELD – LACKAWANNA COUNTY STADIUM
ASSUMPTIONS AND CLARIFICATIONS**

**3/23/12
REV 3/27/12**

- f. GMP includes "Oak Grove" area bridge and associated work to preserve existing trees.

4. STRUCTURAL & EXTERIOR

- a. Soil bearing capacity is based on 6000 psf.
- b. Exterior railings are unpainted, galvanized steel.
- c. Existing undamaged railings at front row of seating bowl are to remain.
- d. GMP excludes traffic coating on suite level exterior concrete.
- e. Radius metal panels are excluded except for lower canopy between grids 28 & 31. All other panels are straight segments.
- f. Curtain Wall warranty is 10 years Manufacturer and Finish, 2 years Installer. Aluminum mullion snap caps, shadow box panel and integrated sunshade assembly are excluded. Curtain wall custom non-metallic color is included.
- g. Standard TPO single-ply roofing with R-20 roof insulation.

7. INTERIOR

- a. Interior finishes based on Ewing Cole Interior Finish Legend dated 3/26/12 and Room Finish Schedule dated 3/27/12. The manufacturer/product references are understood to delineate performance standards and not sole source or proprietary brand products. A copy of the Finish Legend and Room Schedule is included.
- b. Estimate includes oak or hollow metal doors and standard finish hardware.
- c. All drywall and CMU to be painted (excludes all vinyl wall covering).
- d. Elevators based on hydraulic type, standard size elevators.
- e. Ceiling light cove soffits indicated on drawing A7-1-1 are excluded.
- f. Millwork Reception Desks at Administration Lobby and Suite/Club Entry Areas are excluded. Updated Millwork Elevation Drawings A6-12-1 and A6-12-2 undated and transmitted 3/22/12 are included.
- g. Finishes are based on the following installed budget costs and final selections must be at or below these costs:
 - Broadloom Carpet - \$31.50/SY
 - Spike Proof Carpet - \$45.00/SY
 - Astroturf - \$45.00/SY
 - VCT/Sheet Vinyl - \$2.00/SF
 - Athletic Flooring - \$12.00/SF
 - Porcelain Tile & Ceramic Tile Floor & Wall - \$12.50/SF
 - Solid Surface Countertops (25" wide) - \$100.00/LF
 - Quartz Countertops (25" wide) - \$200.00/LF

8. IT SYSTEM

- a. Estimate includes empty conduit, cable tray, and outlets for voice/data.

**GMP AMENDMENT
ATTACHMENT "A-3"**



**Project: PNC FIELD – LACKAWANNA COUNTY STADIUM
ASSUMPTIONS AND CLARIFICATIONS**

**3/23/12
REV 3/27/12**

- b. Equipment and cabling is NOT included
- c. Decorative raceways for exposed systems are NOT included.

9. AUDIO VISUAL SYSTEMS

- a. Estimate includes empty conduit, cable tray only for all A/V systems and equipment.
- b. Scoreboard and video display systems are NOT included.
- c. Decorative raceways for exposed systems are NOT included.
- d. Equipment for sound systems are NOT included.
- e. Main Video/Scoreboard display and additional Display Boards and all associated equipment, data wiring, support steel and console system are NOT included.

10. SECURITY SYSTEM

- a. Estimate includes empty conduit, cable tray and wiring for card access devices with devices by others. Security hardware upgrades for 20 locksets with integral "fob" system is included.
- b. Equipment is NOT included.
- c. Decorative raceways for exposed systems are NOT included.

11. SIGNAGE

- a. Estimate includes ADA required room signage only.
- b. Estimate excludes outfield signs and steel structure. Sign foundations are included.

12. FURNISHINGS AND EQUIPMENT

- a. Refer to FF&E Item Clarification (part of this Attachment "A") for complete list of FF&E items included in the GMP Construction Costs.

| CODE | LOCATION | TYPE | MANUFACTURER | STYLE/COLOR | FINISH | NOTES | CONTACT |
|------|--|--|--------------------------------|--|-------------------------------------|--|--|
| C1 | SUITES | CARPET TILE | INTERFACE | STYLE: ACENT FRANNEL COLOR: CUSTOM 2550Z7-016 | CUT | 19.69" x 19.69" TILE, ASHLAR INSTALLATION | LISA CONWAY, 215-318-0750 |
| C2 | ADMINISTRATIVE OPEN AREA | CARPET TILE | BENTLEY PRINCE STREET | STYLE: MODERN BLOCK 8MK026030R; COLOR: SLATE ROOF 851079 | TUFTED TIP-SHEARED | 24" x 24" TILE | LORISE VAN VOORHUIZEN, 215-351-5102 |
| C3 | ADMINISTRATIVE OFFICES | BROADLOOM CARPET | BENTLEY PRINCE STREET | STYLE: URBAN SCENE BUS040600R; COLOR: GLOBAL VISTA; STYLE: THREE VEINS; COLOR: F-PASSPORT 801179 | TUFTED TIP-SHEARED | 12.5" WIDE | LORISE VAN VOORHUIZEN, 215-351-5102 |
| C4 | VISITING TEAM LOCKER ROOM | BROADLOOM CARPET | BENTLEY PRINCE STREET | STYLE: ACROSS THE BOARD; COLOR: 16073 EBONY 16073 EBONY; COLOR: 16073 EBONY | CUT FILE | 13"0" WIDE | LORISE VAN VOORHUIZEN, 215-351-5102 |
| C5 | SUITE CORRIDOR | CARPET TILE | INTERFACE | STYLE: MODERN BLOCK 8MK260630R; COLOR: STEEL TRUSS 801075 | CUT & LOOP | 19.69" x 19.69" TILE, ASHLAR INSTALLATION | LISA CONWAY, 215-318-0750 |
| C6 | SUITE CORRIDOR | CARPET TILE | INTERFACE | STYLE: MODERN BLOCK 8MK260630R; COLOR: STEEL TRUSS 801075 | CUP & LOOP | 19.69" x 19.69" TILE, ASHLAR INSTALLATION | LISA CONWAY, 215-318-0750 |
| C7 | WRITING PRESS AREA | CARPET TILE | BENTLEY PRINCE STREET | STYLE: MODERN BLOCK 8MK260630R; COLOR: STEEL TRUSS 801075 | TUFTED TIP-SHEARED | 24" x 24" TILE | LORISE VAN VOORHUIZEN, 215-351-5102 |
| C8 | WRITING PRESS OFFICES | BROADLOOM CARPET | BENTLEY PRINCE STREET | STYLE: URBAN SCENE BUS040600R; COLOR: DISPATCH 888870 | TUFTED TIP-SHEARED | 12.5" WIDE | LORISE VAN VOORHUIZEN, 215-351-5102 |
| RF1 | TRAINING ROOM | CUSHIONED RUBBER SPORTS FLOOR - SHEET | MONDO | SPORT IMPACT/028 NGR BLACK | SMOOTH | 3/8" THICK | LISA WOLFFE, 888-583-0002 |
| RF2 | GENERAL | VINYL COMPOSITION TILE | WANNINGTON COMMERCIAL | STYLE: SOLIDPOINT; COLOR: 302 | - | 12" x 12" TILE | JESSICA DEANGELO, 610-675- |
| RF3 | GENERAL | VINYL COMPOSITION TILE | WANNINGTON COMMERCIAL | STYLE: SOLIDPOINT; COLOR: 322 | - | 12" x 12" TILE | JESSICA DEANGELO, 610-675- |
| RF4 | KITCHEN, CONCESSIONS | RESILIENT URETHANE SYSTEM | STONHARD | STYLE: STONSHIELD UTS; COLOR: FLAGSTONE | MEDIUM TEXTURE | - | BOB STEIN, 610-418-0171 |
| SC1 | VARIOUS SUITES | SEALED CONCRETE PORCELAIN TILE | CASAGRANDE PADANA (PROSPEC) | STYLE: METALWOOD; COLOR: SILICO | NON-SKID RECTIFIED EDGES | 12x24" TILE, 1/8" GROUT JOINTS; SEE FLOOR PLAN FOR FINISH; GROUT - HYDRONMENT - COLOR: FRENCH GRAY H42 | KEITH KNECHT, 215-272-7085 |
| T2 | TRAINING ROOM, TOILET GROOMING, SHOWER, GROOMING | PORCELAIN TILE | DAITILE | STYLE: KEVSTONE; COLOR: DESERT GRAY SPECKLE D200 | - | 22x22" MOSAIC TILE, MESH MOUNTED; GROUT - HYDRONMENT - COLOR: DELOREAN GRAY H160 | SUSAN METKA, 484-576-8387 |
| T3 | SUITE TOILET ROOMS | PORCELAIN TILE | CROSSVILLE | STYLE: COLOR BLOX; COLOR: SLINKY | - | 12x24" TILE; 1/16" GROUT JOINTS; ASHLAR PATTERN; GROUT - HYDRONMENT - COLOR: MISTY GRAY TILE 13x2" WIDE | RALPH CROZIER, 732-628-3881 |
| VM1 | VESTIBULES | WALK-OFF MAT | CS GROUP | STYLE: POWER POINT; COLOR: B04 INDIGO | - | 13" x 2" WIDE | BRAD GILDIN, 610-825-0320 |
| VM2 | VESTIBULES | WALK-OFF MAT | CS GROUP | STYLE: POWER POINT; COLOR: 900 CASTLE GREY | - | 13" x 2" WIDE | BRAD GILDIN, 610-825-0320 |
| XF1 | CLUB | STAINED CONCRETE | SCOFIELD | STYLE: CHEMSTAIN CLASSIC; COLOR: 014 MEDIUM GRAY | - | - | RICH LIPTAK, 201-409-8079 |
| B1 | CLUB, TEAM LOCKER ROOM, VESTIBULES | RUBBER BASE | FLEXCO | 024 STONE | - | 4" HIGH, PROVIDE COVE BASE @ RESILIENT FLOORING, STRAIGHT BASE AT CARPET | JENNIFER SULLIVAN, 267-210- 2828 |
| B2 | ADMINISTRATIVE AREA | RUBBER BASE | FLEXCO | 023 PEBBLE | - | 4" HIGH, PROVIDE COVE BASE @ RESILIENT FLOORING, STRAIGHT BASE AT CARPET | JENNIFER SULLIVAN, 267-210- 2829 |
| B3 | TRAINING ROOM | RUBBER BASE | FLEXCO | 078 LUMBER | - | 4" HIGH, PROVIDE COVE BASE @ RESILIENT FLOORING, STRAIGHT BASE AT CARPET | JENNIFER SULLIVAN, 267-210- 2830 |
| B4 | VESTIBULE, CORRIDORS | RUBBER BASE | FLEXCO | 043 FJORD | - | 4" HIGH, PROVIDE COVE BASE @ RESILIENT FLOORING, STRAIGHT BASE AT CARPET | JENNIFER SULLIVAN, 267-210- 2832 |
| B5 | SUITE CORRIDOR | RUBBER BASE | FLEXCO | 043 FJORD | - | 4" HIGH, PROVIDE COVE BASE @ RESILIENT FLOORING, STRAIGHT BASE AT CARPET | JENNIFER SULLIVAN, 267-210- 2833 |
| B6 | GENERAL | RUBBER BASE | FLEXCO | 043 FJORD | - | 4" HIGH, PROVIDE COVE BASE @ RESILIENT FLOORING, STRAIGHT BASE AT CARPET | JENNIFER SULLIVAN, 267-210- 2833 |
| B7 | CLUB | RUBBER BASE | FLEXCO | 043 FJORD | - | 4" HIGH, PROVIDE COVE BASE @ RESILIENT FLOORING, STRAIGHT BASE AT CARPET | JENNIFER SULLIVAN, 267-210- 2833 |
| B8 | KITCHEN, CONCESSIONS | RUBBER BASE | FLEXCO | 043 FJORD | - | 4" HIGH, PROVIDE COVE BASE @ RESILIENT FLOORING, STRAIGHT BASE AT CARPET | JENNIFER SULLIVAN, 267-210- 2833 |
| TB1 | CLUB | RESILIENT URETHANE SYSTEM | STONHARD | STYLE: STONSHIELD UTS; COLOR: FLAGSTONE | MEDIUM TEXTURE | 6" INTEGRAL COVE BASE | BOB STEIN, 610-418-0171 |
| TB2 | SUITE TOILET ROOMS | PORCELAIN TILE BASE | DAITILE | STYLE: KEVSTONE; COLOR: DESERT GRAY SPECKLE D200 | - | BUILT-UP BASE MB-5A @ TILE WALLS & BUILT-UP BASE MB-5B @ PAINTED WALLS; GROUT - HYDRONMENT - COLOR: DELOREAN GRAY H160 | SUSAN METKA, 484-576-8387 |
| MB1 | SUITE TOILET ROOMS | PORCELAIN TILE BASE | CROSSVILLE | STYLE: COLOR BLOX; COLOR: BIORETAINED TO MATCH SAMPLE BY ARCHITECT | SATIN | 4" HIGH BASE; SEE MILLWORK DETAILS FOR SIZES AND LOCATIONS | RALPH CROZIER, 732-628-3881 |
| P1 | GENERAL | WOOD BASE, TRIM | ICI PAINTS | COLOR: FROST GREY A1842 | WALLS: SATIN | - | CHUCK BLEAKLEY, 484-363- 0417 |
| P2 | VISITING TEAM AREA | PAINT | ICI PAINTS | COLOR: ANTIQUE STERLING A1897 | WALLS: EGGSHELL TRIM: SEMI-GLOSS | - | CHUCK BLEAKLEY, 484-363- 0418 |
| P2a | VISITING TEAM TOILET/GROOMING | EPOXY PAINT | ICI PAINTS | COLOR: ANTIQUE STERLING A1897 | WALLS: SATIN | - | CHUCK BLEAKLEY, 484-363- 0418 |

FLOORS

BASES

| CODE | LOCATION | TYPE | MANUFACTURER | STYLE/COLOR | FINISH | NOTES | CONTACT |
|------|---|-------------------------|---|---|-------------------------------------|--|---|
| P3 | ADMINISTRATIVE AREA | PAINT | ICI PAINTS | COLOR: DESIGNER GREY A1895 | WALLS: EGGSHELL TRIM: SEMI-GLOSS | - | CHUCK BLEAKLEY, 484-383-0419 |
| P4 | ADMINISTRATIVE AREA | PAINT (ACCENT) | ICI PAINTS | COLOR: ZEPPELIN A1890 | WALLS: EGGSHELL TRIM: SEMI-GLOSS | - | CHUCK BLEAKLEY, 484-383-0420 |
| P5 | ADMINISTRATIVE AREA | PAINT (ACCENT) | ICI PAINTS | COLOR: LAS CAJAS CAVE A1869 | WALLS: EGGSHELL TRIM: SEMI-GLOSS | - | CHUCK BLEAKLEY, 484-383-0421 |
| P6 | SUITE | PAINT | ICI PAINTS | COLOR: SNOWFIELD A2010 | WALLS: EGGSHELL TRIM: SEMI-GLOSS | - | CHUCK BLEAKLEY, 484-383-0422 |
| P7 | SUITE | PAINT | ICI PAINTS | COLOR: VEIL A2011 | WALLS: EGGSHELL TRIM: SEMI-GLOSS | - | CHUCK BLEAKLEY, 484-383-0423 |
| P8 | SUITE CORRIDOR | PAINT | ICI PAINTS | COLOR: WEST COAST GREY | WALLS: EGGSHELL TRIM: SEMI-GLOSS | - | CHUCK BLEAKLEY, 484-383-0424 |
| P9 | SUITE TOILET ROOMS | PAINT | ICI PAINTS | COLOR: WHITE HIGHLANDING RM A0113 | WALLS: EGGSHELL TRIM: SEMI-GLOSS | - | CHUCK BLEAKLEY, 484-383-0425 |
| P9a | CONCESSIONS | EPOXY PAINT | ICI PAINTS | COLOR: WHITE HIGHLANDING RM A0113 | WALLS: SATIN | - | CHUCK BLEAKLEY, 484-383-0425 |
| P10 | SUITE TOILET ROOMS | PAINT (ACCENT) | ICI PAINTS | COLOR: SIGNATURE BLUE A0113 | WALLS: EGGSHELL TRIM: SEMI-GLOSS | - | CHUCK BLEAKLEY, 484-383-0426 |
| P11 | TRAINING ROOM | PAINT | ICI PAINTS | COLOR: FOSSIL GREY A1838 | WALLS: SATIN | - | CHUCK BLEAKLEY, 484-383-0427 |
| P12 | BATTING TUNNEL | EPOXY PAINT | ICI PAINTS | COLOR: NEW ENGLAND GREEN A1987 | WALLS: SATIN | - | CHUCK BLEAKLEY, 484-383-0428 |
| PP1 | CONCESSIONS | PREFABRICATED PANEL | MARLITE | FRY COLOR: WHITE P-100 | - | TEXTURED | MILLIAM MC DONALD, 878-831-8324 |
| WT1 | VISITING GROOMING AREA AND SHOWER, VISITING COACHES GROOMING AND SHOWER | GLAZED CERAMIC TILE | DALTILE | STYLE: RITTENHOUSE SQUARE; COLOR: ARTIC WHITE D180 | GLOSS | 3" X 6" TILE; ALIGN JOINTS WITH FLOORING, INSTALL IN ASPHALT PATTERN; GROUT - HYDRONET - COLOR: BRIGHT WHITE | SUSAN METKA, 484-576-8387 |
| WT2 | VISITING GROOMING AREA AND SHOWER, VISITING COACHES GROOMING AND SHOWER | GLAZED CERAMIC TILE | DALTILE | STYLE: RITTENHOUSE SQUARE; COLOR: NAVY K188 | GLOSS | HT77 TILE; ALIGN JOINTS WITH FLOORING, INSTALL IN ASPHALT PATTERN; GROUT - HYDRONET - COLOR: BRIGHT WHITE | SUSAN METKA, 484-576-8387 |
| WT3 | TRAINING ROOM | PORCELAIN TILE | DALTILE | STYLE: KEYSTONE; COLOR: DESERT GRAY SPECKLE D200 | - | 2'X2' MOSAIC TILE, MESH MOUNTED; GROUT - HYDRONET - COLOR: DELICIOUS GRAY H160 | SUSAN METKA, 484-576-8387 |
| WT4 | SUITE TOILET ROOMS | PORCELAIN TILE | CROSSVILLE | STYLE: COLOR BLOX; COLOR: SLINKY | - | 6'X32" TILE; 1/16" GROUT; JOINTS: ASHLAR PATTERN; GROUT - HYDRONET - COLOR: MISTY GRAY H144 | RALPH CROZIER, 732-828-3681 |
| U1 | CONFERENCE ROOM | UPHOLSTERED WALL SYSTEM | SYSTEM - NOVAVALL FABRIC - KNOLL TEXTILES | SYSTEM - NOVAVALL, 1/2" SQUARE; FABRIC - MEZZO, COLOR: QUARTZ ULTIMA, BEVELED REGULAR | - | - | NOVAVALL-BOB VAGNER, 910-892-0000; FABRIC - GERRY MENT, 215-8952-1857 |
| W1 | VARIOUS | VINYL WALLCOVERING | ARMSTRONG | ULTIMA, BEVELED REGULAR | - | 54" WIDE; CONTRACTOR TO INSTALL | - |
| A1 | SUITES, CLUB DINING | ACOUSTICAL CEILING TILE | ARMSTRONG | DUNE, BEVELED REGULAR | - | 24" X 24", 9/16" SUPRAPRINE XL GRID-WHITE | NANCY MEDL, 877-276-7878 |
| A2 | ADMINISTRATIVE AREA | ACOUSTICAL CLOUDS | ARMSTRONG | FORMATIONS-ULTIMA | - | 24" X 24", 9/16" SUPRAPRINE XL GRID-WHITE | NANCY MEDL, 877-276-7878 |
| A3 | SUITES | ACOUSTICAL CEILING TILE | ARMSTRONG | OPTIMA, BEVELED REGULAR | - | 24" X 24", 9/16" SUPRAPRINE XL GRID-WHITE | NANCY MEDL, 877-276-7878 |
| A4 | CLUB DINING | ACOUSTICAL CEILING TILE | ARMSTRONG | DUNE, BEVELED REGULAR | - | 24" X 48", 9/16" SUPRAPRINE XL GRID-WHITE | NANCY MEDL, 877-276-7878 |
| A5 | GENERAL | ACOUSTICAL CEILING TILE | ARMSTRONG | CLEAN ROOM V/L UNPERFORATED, SQUARE LAY-IN | - | 24"X48", 15/16" PRELUDE GRID-WHITE | NANCY MEDL, 877-276-7878 |
| A6 | KITCHEN, CONCESSIONS | ACOUSTICAL CEILING TILE | ARMSTRONG | CLEAN ROOM V/L UNPERFORATED, SQUARE LAY-IN | - | 24"X24", 15/16" PRELUDE GRID-WHITE | NANCY MEDL, 877-276-7878 |
| A7 | SUITE TOILET ROOMS | ACOUSTICAL CEILING TILE | ARMSTRONG | CLEAN ROOM V/L UNPERFORATED, SQUARE LAY-IN | - | CEILING, SOFFITS UNO | CHUCK BLEAKLEY, 484-383-0429 |
| P13 | GWB CEILINGS | PAINT | - | - | AS SPECIFIED | - | CHUCK BLEAKLEY, 484-383-0429 |
| P14 | GWB CEILINGS | EPOXY PAINT | - | - | AS SPECIFIED | - | CHUCK BLEAKLEY, 484-383-0429 |
| L1 | COUNTERTOPS | PLASTIC LAMINATE | WILSONART | 4857-60 SHADOW ZEPHYR | - | 3MM PVC EDGING, COLOR - CAMPLAST INC./JDP2024TH FASHION GREY | ROSEMARY LEBSTER, 609-685-1893 |
| L2 | BASEWALL CABINETS | PLASTIC LAMINATE | WILSONART | 4878-38 STEEL MESH | - | 3MM PVC EDGING, COLOR - BOELIKEN WOODGRAPE 2177 NORTHERN | ROSEMARY LEBSTER, 609-685-1893 |
| L3 | SUITE BASEWALL CABINETS | PLASTIC LAMINATE | WILSONART | 4683-18 SATIN STAINLESS ALCON | - | WOODGRAPE 2177 NORTHERN WOODGRAPE 2426 FOG GREY | ROSEMARY LEBSTER, 609-685-1893 |
| L4 | SUITE (BACKSPLASH) | PLASTIC LAMINATE | WILSONART | CUSTOM DIGITAL LAMINATE | - | - | - |
| S51 | SUITES | QUARTZ SOLID SURFACE | CAMBRIA | CAMBRIAN COLLECTION; COLOR: WATERFORD 3250 | - | - | ROSEMARY LEBSTER, 609-685-1893 |
| S52 | ADMINISTRATIVE CONFERENCE ROOM | SOLID SURFACE | MEGANITE | COLOR: Z80A | - | - | ROSEMARY LEBSTER, 609-685-1893 |

WALLS

CEILINGS

SURFACES

| CODE | LOCATION | TYPE | MANUFACTURER | STYLE/COLOR | FINISH | NOTES | CONTACT |
|------|--------------------|------------------------------------|-------------------|--|--------|---|-------------------------------|
| SSS | SUITE TOILET ROOMS | SOLID SURFACE | CORIAN | COLOR: ANTARCTICA | - | - | MARIA DI PIETRO, 215-276-1189 |
| WD1 | SUITES | WOOD VENEER | DECOTONE SURFACES | STYLE: MELATONE PRE-FINISHED WOOD VENEER; 625-SM | - | - | BEN THOMSEN, 610-721-5288 |
| WD2 | SUITES | SOLID WOOD | WALSH | WALNUT | - | STAINED TO MATCH WDI | - |
| IF | LOBBY ROOMS | TOILET PARTITIONS & URINAL SCREENS | FRANCO | GRANITE LEGAL BUTE | - | - | TOM LOBLEY, 610-554-5400 |
| TP1 | TOILET ROOMS | TOILET PARTITIONS & URINAL SCREENS | SCRANTON PRODUCTS | COLOR: STAINLESS | - | - | GREG BORGIA, 800-448-5148 |
| CC1 | FIRST AID | CUBICLE CURTAIN | ARCHITEX | STYLE: R4 6207; COLOR: IORINOCO | - | 72" WIDE; 64% TREVIRA CS, 38% POLYESTER | SHAWA WENTRAUB, 610-322-8693 |

MISC

| ROOM FINISH SCHEDULE | | | | | | | | | |
|----------------------|---------------------------------|--------|--------|---------|-----------|---------|---------|---------|---|
| RM # | LOCATION | FLOOR | BASE | NORTH | SOUTH | EAST | WEST | CEILING | COMMENTS |
| 2.10.01 | MEN | SC1 | B1 | P1 | P1 | P1 | P1 | N.C. | |
| 2.10.02 | JANITOR CLOSET | SC1 | B1 | P1 | P1 | P1 | P1 | N.C. | |
| 2.10.03 | ELECTRICAL | SC1 | B1 | P1 | P1 | P1 | P1 | N.C. | |
| 2.11.01 | WOMEN | SC1 | B1 | P1 | P1 | P1 | P1 | N.C. | |
| 2.11.02 | IDF | SC1 | B1 | P1 | P1 | P1 | P1 | N.C. | |
| 2.11.03 | MECHANICAL/PLUMBING | SC1 | B1 | P1 | P1 | P1 | P1 | N.C. | |
| 2.12.02 | JANITOR'S CLOSET | SC1 | B1 | P1 | P1 | P1 | P1 | N.C. | |
| 2.12.03 | HOUSEKEEPING | SC1 | B1 | P1 | P1 | P1 | P1 | N.C. | |
| 2.13.01 | LAUNDRY | SC1 | B1 | P1 | P1 | P1 | P1 | N.C. | |
| 2.13.02 | TOILET/GROOMING | T2 | TB1 | P2a | P2a | P2a | P2a | A5 | |
| 2.13.03 | SHOWER | T2 | TB1 | WT1-2 | WT1-2 | WT1-2 | WT1-2 | P14 | |
| 2.13.04 | MANAGER'S OFFICE | C4 | B1 | P2 | P2 | P2 | P2 | A5 | |
| 2.13.05 | CORRIDOR | SC1 | B1 | P1 | P1 | P1 | P1 | A5 | |
| ST-1 | STAIR #1 | | | | | | | | |
| 2.14.01 | TEAM LOCKER ROOM | C4 | B1 | P2 | P2 | P2 | P2 | A5 | |
| 2.14.02 | MANAGER'S/COACHES SHOWER/TOILET | T2 | TB1 | P2a | WT1-2/P2a | P2a | P2a | P14 | WALL TILE ONLY BEHIND FIXTURES IN TOILET RM (4'-0" H) |
| 2.14.03 | COACHES OFFICE | C4 | B1 | P2 | P2 | P2 | P2 | A5 | |
| 2.15.02 | CORRIDOR | WM1 | B4 | P2 | P2 | P2 | P2 | A5 | |
| 2.15.03 | PITCHING TUNNEL | - | - | P12 | P12 | P12 | P12 | N.C. | TURF BY OTHERS |
| 2.15.04 | LOUNGE | C4 | B1 | P2a | P2a | P2a | P2a | A5 | |
| 2.15.05 | TRAINING ROOM | RF1/T2 | B3/TB1 | P11 | P11 | P11/WT3 | P11 | A5 | |
| 2.15.06 | CONCESSION | RF4 | IB1 | PP1/P9a | PP1/P9a | PP1/P9a | PP1/P9a | A6 | |
| 2.15.07 | PREP | RF4 | IB1 | PP1/P9a | PP1/P9a | PP1/P9a | PP1/P9a | A6 | |
| 2.17.01 | FAMILY TOILET | SC1 | B1 | P1 | P1 | P1 | P1 | N.C. | |
| 2.17.02 | STORAGE | SC1 | B1 | P1 | P1 | P1 | P1 | A5 | |
| 2.17.03 | SECURITY OFFICE | RF2-3 | B6 | P3 | P3 | P3 | P3 | A5 | |
| 2.17.04 | SHOP | SC1 | B1 | P1 | P1 | P1 | P1 | N.C. | |
| 2.17.05 | DIR. | RF2-3 | B6 | P3 | P3 | P3 | P3 | A5 | |
| 2.17.06 | TOILET | RF2-3 | B6 | P3 | P3 | P3 | P3 | A5 | |
| 2.17.07 | ASSIST DIR. | RF2-3 | B6 | P3 | P3 | P3 | P3 | A5 | |
| 2.19.01 | CORRIDOR | SC1 | B1 | P1 | P1 | P1 | P1 | A5 | |
| 2.19.02 | MASCOT CHANGING | C7 | B6 | P3 | P3 | P3 | P3 | A5 | |
| 2.19.03 | TOILET ROOM | RF2-3 | B6 | P3 | P3 | P3 | P3 | A5 | |
| 2.19.04 | MASCOT DRYING | RF2 | B6 | P3 | P3 | P3 | P3 | A5 | |
| 2.19.05 | JANITOR'S CLOSET | SC1 | B1 | P1 | P1 | P1 | P1 | N.C. | |
| 2.19.06 | MARSHALLING | SC1 | B1 | P1 | P1 | P1 | P1 | N.C. | |
| 2.21.01 | FIRST AID | RF2-3 | B6 | P3 | P3 | P3 | P3 | A5 | |
| 2.21.02 | TOILET ROOM | RF2-3 | B6 | P3 | P3 | P3 | P3 | A5 | |

PNC FIELD

| | | | | | | | |
|---------|-------------------------|-------|-----|---------|---------|---------|------|
| 2.21.03 | ELEVATOR EQUIPMENT ROOM | SC1 | B1 | P1 | P1 | P1 | A5 |
| 2.21.04 | ELEV #1 | | | | | | |
| 2.21.05 | WOMEN | RF2-3 | B6 | P3 | P3 | P3 | A5 |
| 2.21.06 | MEN | RF2-3 | B6 | P3 | P3 | P3 | A5 |
| 2.21.07 | COMMISSARY STORAGE | SC1 | B1 | P1 | P1 | P1 | N.C. |
| 2.21.08 | OPEN OFFICE | C2 | B2 | P3 | P3 | P5 | A5 |
| 2.21.09 | COPY | C2 | B2 | P3 | P3 | P3 | A5 |
| 2.21.10 | CASH | C3 | B2 | P3 | P3 | P4 | A5 |
| 2.21.11 | COMM OFFICE | C3 | B2 | P3 | P4 | P3 | A5 |
| 2.22.01 | CONCESSIONS | RF4 | IB1 | PP1/P9a | PP1/P9a | PP1/P9a | A6 |
| 2.22.02 | PREP | RF4 | IB1 | PP1/P9a | PP1/P9a | PP1/P9a | A6 |
| 2.22.03 | LOCKERS | RF2-3 | B6 | P3 | P3 | P3 | A5 |
| 2.22.04 | LOBBY | RF2-3 | B6 | P3 | P3 | P3 | A5 |
| 2.22.05 | BREAK | RF2-3 | B6 | P3 | P3 | P3 | A5 |
| 2.22.06 | EQUIPMENT DISTRIBUTION | RF2-3 | B6 | P3 | P3 | P3 | A5 |
| 2.22.07 | LOBBY | C2 | B2 | P3 | P3 | P3 | A2 |
| 2.22.08 | CLOSET | C2 | B2 | P3 | P3 | P3 | P13 |
| 2.22.10 | STOR | RF2 | B6 | P3 | P3 | P3 | A5 |
| 2.22.11 | AUX TV | C8 | B6 | P3 | P3 | P3 | A5 |
| 2.23.01 | VESTIBULE | WM2 | B1 | P2 | P2 | P2 | P13 |
| 2.23.02 | CONFERENCE | C3 | B2 | P3 | U1 | P3 | A2 |
| 2.23.03 | STOR | C2 | B2 | P3 | P3 | P3 | P13 |
| 2.23.04 | COMP | RF2-3 | B6 | P3 | P3 | P3 | N.C. |
| 2.23.05 | MEN | RF2-3 | B6 | P3 | P3 | P3 | A2 |
| 2.23.06 | WOMEN | RF2-3 | B6 | P3 | P3 | P3 | A2 |
| 2.23.07 | BREAK | RF2-3 | B6 | P3 | P3 | P3 | A2 |
| 2.23.08 | LARGE OFFICE | C3 | B2 | P3 | P3 | P4 | A2 |
| 2.23.09 | WOMEN | SC1 | B1 | P1 | P1 | P1 | N.C. |
| 2.23.10 | JANITOR'S CLOSET | SC1 | B1 | P1 | P1 | P1 | N.C. |
| 2.23.11 | TOILET | RF2-3 | B6 | P3 | P3 | P3 | A5 |
| 2.23.12 | VISITOR RADIO | C8 | B6 | P3 | P3 | P3 | A5 |
| 2.23.13 | ELEC | SC1 | B1 | P1 | P1 | P1 | N.C. |
| 2.24.01 | OPEN OFFICE | C2 | B2 | P3 | P3 | P5 | A2 |
| 2.24.02 | COPY | C3 | B2 | P3 | P3 | P3 | A2 |
| 2.24.03 | OFFICE | C3 | B2 | P3 | P3 | P4 | A2 |
| 2.24.04 | OFFICE | C3 | B2 | P3 | P3 | P4 | A2 |
| 2.24.05 | OFFICE | C3 | B2 | P3 | P3 | P4 | A2 |
| 2.24.06 | OFFICE | C3 | B2 | P3 | P3 | P4 | A2 |
| 2.24.07 | OFFICE | C3 | B2 | P3 | P3 | P4 | A2 |
| 2.24.08 | FAMILY TOILET | SC1 | B1 | P1 | P1 | P1 | N.C. |
| 2.24.09 | ELECTRICAL ROOM | SC1 | B1 | P1 | P1 | P1 | N.C. |

| | | | | | | | | | | | |
|---------|------------------|--|-------|-----|------|--------|------|--------|--------|-------|---|
| 3.30.01 | SUITE | | C1/T1 | WB1 | P6-7 | P6-7 | P6-7 | P6-7 | P6-7 | A1/A3 | P6 ABOVE REVEAL; P7 BELOW REVEAL |
| 3.30.02 | SUITE | | C1/T1 | WB1 | P6-7 | P6-7 | P6-7 | P6-7 | P6-7 | A1/A3 | P6 ABOVE REVEAL; P7 BELOW REVEAL |
| 3.31.01 | SUITE | | C1/T1 | WB1 | P6-7 | P6-7 | P6-7 | P6-7 | P6-7 | A1/A3 | P6 ABOVE REVEAL; P7 BELOW REVEAL |
| 3.31.02 | SUITE | | C1/T1 | WB1 | P6-7 | P6-7 | P6-7 | P6-7 | P6-7 | A1/A3 | P6 ABOVE REVEAL; P7 BELOW REVEAL |
| 3.31.03 | FAMILY TOILET | | T3 | TB2 | P9 | WT4/P9 | P9 | P9 | P9 | A7 | WALL TILE ONLY BEHIND FIXTURES IN TOILET RM-FULL HT |
| 3.31.04 | MEN | | T3 | TB2 | P9 | WT4/P9 | P9 | WT4/P9 | WT4/P9 | A7 | WALL TILE ONLY BEHIND FIXTURES IN TOILET RM-FULL HT |
| 3.31.05 | JANITOR'S CLOSET | | SC1 | B1 | P1 | P1 | P1 | P1 | P1 | N.C. | |
| 3.31.06 | STORAGE | | SC1 | B1 | P1 | P1 | P1 | P1 | P1 | N.C. | |
| 3.32.01 | SUITE | | C1/T1 | WB1 | P6-7 | P6-7 | P6-7 | P6-7 | P6-7 | A1/A3 | P6 ABOVE REVEAL; P7 BELOW REVEAL |
| 3.32.02 | SUITE | | C1/T1 | WB1 | P6-7 | P6-7 | P6-7 | P6-7 | P6-7 | A1/A3 | P6 ABOVE REVEAL; P7 BELOW REVEAL |
| 3.32.03 | WOMEN | | T3 | TB2 | P9 | P9 | P9 | WT4/P9 | WT4/P9 | A7 | WALL TILE ONLY BEHIND FIXTURES IN TOILET RM-FULL HT |
| 3.32.04 | JANITOR'S CLOSET | | SC1 | B1 | P1 | P1 | P1 | P1 | P1 | N.C. | |
| 3.32.05 | CORRIDOR | | SC1 | B1 | P1 | P1 | P1 | P1 | P1 | N.C. | |
| 3.32.06 | IDF | | SC1 | B1 | P1 | P1 | P1 | P1 | P1 | N.C. | |
| 3.32.07 | TRASH | | SC1 | B1 | P1 | P1 | P1 | P1 | P1 | N.C. | |
| 3.32.08 | ELEC | | SC1 | B1 | P1 | P1 | P1 | P1 | P1 | N.C. | |
| 3.32.09 | CORRIDOR | | CS-6 | B5 | P8 | P8 | P8 | P8 | P8 | A1 | |
| 3.35.01 | SUITE | | C1/T1 | WB1 | P6-7 | P6-7 | P6-7 | P6-7 | P6-7 | A1/A3 | P6 ABOVE REVEAL; P7 BELOW REVEAL |
| 3.35.02 | SUITE | | C1/T1 | WB1 | P6-7 | P6-7 | P6-7 | P6-7 | P6-7 | A1/A3 | P6 ABOVE REVEAL; P7 BELOW REVEAL |
| 3.37.01 | SUITE | | C1/T1 | WB1 | P6-7 | P6-7 | P6-7 | P6-7 | P6-7 | A1/A3 | P6 ABOVE REVEAL; P7 BELOW REVEAL |
| 3.37.02 | SUITE | | C1/T1 | WB1 | P6-7 | P6-7 | P6-7 | P6-7 | P6-7 | A1/A3 | P6 ABOVE REVEAL; P7 BELOW REVEAL |
| 3.38.01 | SUITE | | C1/T1 | WB1 | P6-7 | P6-7 | P6-7 | P6-7 | P6-7 | A1/A3 | P6 ABOVE REVEAL; P7 BELOW REVEAL |
| 3.38.02 | SUITE | | C1/T1 | WB1 | P6-7 | P6-7 | P6-7 | P6-7 | P6-7 | A1/A3 | P6 ABOVE REVEAL; P7 BELOW REVEAL |
| 3.39.01 | SUITE | | C1/T1 | WB1 | P6-7 | P6-7 | P6-7 | P6-7 | P6-7 | A1/A3 | P6 ABOVE REVEAL; P7 BELOW REVEAL |
| ? | CORRIDOR | | CS-6 | B5 | P8 | P8 | P8 | P8 | P8 | A1 | |

**GMP AMENDMENT
ATTACHMENT "A-5"**

ALVIN H. BUTZ, INC.



**Project: PNC FIELD - LACKAWANNA COUNTY STADIUM
FF&E ITEMS CLARIFICATION**

**03/23/12
REVISED 3/27/12**

| | INCLUDED IN GMP COST | INCLUDED IN FF&E BUDGET | BY FOOD SERVICE |
|---|----------------------------|-------------------------------|-----------------------|
| Furniture | | | |
| Office Furniture | | X | |
| Modular Office Partitions | | X | |
| Retail Store Furnishings | | X | |
| Merchandise Sales Display Counters, Shelving, Signage | | X | |
| Furnishings | | | |
| Storage Shelving | | X | |
| Office Equipment (copiers, fax machines, computer workstations, etc.) | | X | |
| Wall Hangings/Artwork | | X | |
| Window Treatments (Curtains/Drapes/Shades) | | X | |
| All Office Related Furnishings | | X | |
| Ticket Sales Cash Drawers, Furniture, Safe, Etc. | | X | |
| Team Store Specialty Lighting | | X | |
| Cup Holders | X | | |
| Toilet Accessories excluding Soap, Toilet Paper & Paper Towel | X | | |
| Soap, Toilet Paper & Paper Towel Dispensers | | X | |
| Equipment | | | |
| Dumpsters | | X | |
| Parking Control Devices including Cones and Horses | | X | |
| Fire Extinguishers and Cabinets | X | | |
| Trash Bailer | | X | |
| Appliances | | | |
| Washers and Dryers -Clubhouse/BOH Spaces | | X | |
| Kitchen and Breakroom Appliances including Refrigerator, Ice Machines and Microwaves | | | X |
| Suite Refrigerator and Countertop Induction Units furnished and installed under an Allowance | X | | |
| Concessions and Food Service Equipment | | | |
| Kitchen Wares (pots, pans, utensils, etc.) | | | X |
| Portable Concessions Carts | | | X |
| Picnic Tables | | | X |
| Concession Kitchen Equipment & Kitchen Hoods | | | X |
| Concession Equipment (ovens, grilles, cooking equipment, grease traps, freezers, refrigerators, and food and beverage dispensing equipment) | | | X |
| Cash Registers | | | X |
| Beverage line conduits (Beer Only) | X | | |
| Menu Boards, Concession Area Signage | | | X |
| Condiment Stands and Shelves | | | X |
| Site Furnishings & Equipment | | | |
| Picnic Tables | | X | |
| Bar Stools/Drinkrail Stools | | X | |
| Site Benches | | X | |
| Playground Equipment | | X | |
| Playground Area Soft Floor Surface | | X | |
| Bullpen Benches | | X | |
| Turnstiles | | X | |

**GMP AMENDMENT
ATTACHMENT "A-5"**

ALVIN H. BUTZ, INC.



**Project: PNC FIELD - LACKAWANNA COUNTY STADIUM
FF&E ITEMS CLARIFICATION**

**03/23/12
REVISED 3/27/12**

| | INCLUDED IN GMP COST | INCLUDED IN FF&E BUDGET | BY FOOD SERVICE |
|---|----------------------------|-------------------------------|-----------------------|
| Bike racks | | X | |
| Flags and Banners | | X | |
| Outfield flag poles | X | | |
| Drink Rails | X | | |
| Perimeter Fence and Gates | X | | |
| Chain Link Fencing | X | | |
| Batter's Eye Structure and Cover | X | | |
| ATM Machines | | X | |
| Athletic & Field Equipment | | | |
| Indoor Batting Cages/Netting | | X | |
| Hanging Nets and Batting "T"s In Bat Swing Rooms | | X | |
| Trainers Equipment, Whirlpools, Taping Tables, etc. | | X | |
| Weight Room Equipment | | X | |
| Outfield Wall Pads | X | | |
| Dugout Benches and Bat Rack | X | | |
| Lawn Mowers and Maintenance Equipment including Rakes, Shovels, etc. | | X | |
| Bases and Pitching Rubber, Portable Batting Cages, Field Tarps, Pitching Machines and Pre-game Screens | | X | |
| Signage/Features | | | |
| Exterior | | X | |
| Interior | | X | |
| Marquees | | X | |
| ADA Room Signage | X | | |
| Wayfinding/Directional Signage | | X | |
| Information Technology | | | |
| Handsets | | X | |
| Pathways | X | | |
| Cabling/Terminations | | X | |
| PBX and All Rack Phone Equipment | | X | |
| Computer Equipment | | X | |
| TeleData Site Wiring into the Building | X | | |
| Ticket Sales Hardware and Software | | X | |
| Audio/Visual | | | |
| Pathways and Power to Equipment | X | | |
| Wiring/Cabling for Equipment | X | | |
| Televisions (In areas exclusive to Mandalay) | | X | |
| Sound System Speakers, Poles, Conduit & Wiring to Equipment | X | | |
| Sound System Equipment (audio equipment, microphones, etc) | | X | |
| Scoreboard, Video Display & Advertising Systems | | | |
| Pathways to Equipment | X | | |
| Power to Display Equipment | X | | |
| Scoreboard Structure | | X | |
| Scoreboard Foundations | X | | |
| Scoreboard, Display Equipment | | X | |
| Advertising Displays & Equipment | | X | |

**GMP AMENDMENT
ATTACHMENT "A-5"**

ALVIN H. BUTZ, INC.



**Project: PNC FIELD - LACKAWANNA COUNTY STADIUM
FF&E ITEMS CLARIFICATION**

03/23/12

REVISED 3/27/12

| | INCLUDED IN GMP COST | INCLUDED IN FF&E BUDGET | BY FOOD SERVICE |
|--|----------------------------|-------------------------------|-----------------------|
| Speed of Pitch Display | | X | |
| Speed of Pitch Radar Equipment | | X | |
| Billboards and Advertising Signs | | X | |
| Billboards and Advertising Sign Foundations and Structures (except for LF Advertising foundations) | | X | |
| Left Field Advertising Signs Foundation | X | | |
| Marquee Fixtures, Structure, Power | | X | |
| Coaching Video System | | | |
| Empty Conduit Systems | X | | |
| Equipment | | X | |
| Satellite & TV Transmission Systems | | | |
| Power | X | | |
| Equipment/Signal Wire | | X | |
| TV Distribution System | | | |
| Conduit, Copper Cable, Fiber | X | | |
| Head End Equipment | | X | |
| TV Sets and Mounting Brackets | | X | |
| TV Mounting Bracket Wall Blocking | X | | |
| Cable TV Site Wiring from Utility Pole into the Building (by Utility Co.) | | X | |
| Security | | | |
| Access control devices (card readers) | | X | |
| Pathways to devices | X | | |
| Wiring for devices | X | | |

Foodservice General Requirements

| GENERAL RESPONSIBILITIES ITEM | Food Service Bidder | | OTHER TRADES | | NOTES |
|---|---------------------|---------|--------------|---------|------------|
| | Provide | Install | Provide | Install | |
| General | | | | | |
| deliver, uncrate and set in place equipment | X | X | | | |
| wall blocking | | | X | X | Carpenter |
| all floor, wall, roof penetrations, sleeving and fireproofing/insulation(must be on Legend's dwgs) | | | X | X | All Trades |
| start-up, testing and calibrating equipment | X | | | | |
| data cabling | | | X | X | Electric |
| Stainless steel counters in concession areas only | X | X | | | |
| Electrical | | | | | |
| all final electrical connections and interconnections to equipment room building services | | | X | X | |
| all control wiring | | | X | X | |
| all floor, wall, roof penetrations, sleeving and fireproofing/insulating/re-sealing | | | X | X | |
| electrical disconnects as required | | | X | X | |
| review food service coordination drawings and notify of any discrepancies between architectural / MEP drawings | | | X | X | |
| Plumbing | | | | | |
| all final plumbing connections and interconnections to equipment from building services | | | X | X | |
| all plumbing materials including pipes, traps, stops, valves, fittings, shut-offs, water hammer arrestors, pressure-reducing valves, etc. for a complete and operable system. | | | X | X | |
| all floor, wall, roof penetrations, sleeving and fireproofing/insulating/re-sealing | | | X | X | |
| sinks/ faucets | X | | | | |
| waste fittings | X | | | | |
| flexible gas hoses for mobile equipment | X | | | | |
| appliance gas pressure regulators | X | | | | |
| primary gas pressure regulator for main feed to equipment | X | | | | |
| s/s floor troughs | X | | | | |
| floor drains/Sinks (1/2 grate style) | | | X | X | Plumber |

NOTES:

1. See coordination drawings for location
2. Maximum gas pressure not to exceed 14" WC natural gas. Verify gas pressure requirements with food service representative for L.P. service

THIS MATRIX IS A GUIDELINE TO IDENTIFY GENERAL INSTALLATION REQUIREMENTS FOR FOOD SERVICE EQUIPMENT AND IS NOT TO BE CONSIDERED A COMPREHENSIVE LISTING. PLEASE REFER TO ALL FOOD SERVICE EQUIPMENT SUBMITTALS FOR DETAILED INFORMATION ON INSTALLING AND/OR CONNECTING EQUIPMENT.



**GMP AMENDMENT
ATTACHMENT "B-1"**

Project: **PNC FIELD – LACKAWANNA COUNTY STADIUM
LIST OF ALLOWANCES**

**3/23/12
REVISED 3/26/12**

Rock Removal - \$43,750

Plant Material & Decorative Landscape Allowance - \$150,000

Clubhouse Renovation - \$400,000

Building Signage and Structure and Power - \$100,000

Kid's Play Area Fence and Netting Allowance - \$30,000

Beverage Line Conduit Allowance - \$40,000

Furnish and install induction warming units and refrigerators (18 ea.) in Suites - \$60,000

Provide installation of Kitchen Equipment from Legends per revised Food Service
General Requirements dated 3/26/12- \$75,000

Alternates – To be Determined



**GMP AMENDMENT
ATTACHMENT "C-1"**

**Project: PNC FIELD – LACKAWANNA COUNTY STADIUM
DRAWINGS AND SPECIFICATIONS**

**3/16/12
REVISED 3/27/12**

The following documents are included in the GMP. Documents issued with a later date take precedence in scope of work over documents issued with an earlier date.

1. Ewing Cole Demolition Package Drawings and Specifications dated 1/11/12. Refer to list of drawings and specifications attached.
2. Ewing Cole Construction Documents Progress Set Drawings and Specifications dated 2/8/12. Refer to list of drawings attached.
3. Ewing Cole Foundation Package Drawings and Specifications dated 2/17/12. Refer to list of drawings and specifications attached.
4. Ewing Cole Earthwork and Underground Utilities Package Drawings and Specifications dated 3/7/12. Refer to list of drawings and specifications attached.
5. Ewing Cole Steel Package Drawings and Specifications dated 3/9/12. Refer to list of drawings and specifications attached.

Supplemental Drawings, Sketches and Narratives

6. Ewing Cole ADA Enhancements – Option 1 Sketch dated 2/8/12 (basis of ADA pricing).
7. Ewing Cole marked-Up Overall Plans titled “Water Heater Pricing” (2 pages) dated 3/6/12 (basis of Plumbing VE items).
8. Ewing Cole Colored Steel Paint Plans undated and received 2/17/12.
9. Ewing Cole Electrical Site Plan titled “Service Option for (2) Service Transformers For Pricing Only”, undated and email correspondence from EC received 2/29/12 and 2/28/12 (basis for Redesign Electrical Distribution VE Item).
10. Ewing Cole Outfield Bar Design Drawings and Site Plan dated 3/7/12 (basis of Tiki Bar Design Development and Grill Enclosure Costs).
11. Ewing Cole Picnic Servery Description email dated 3/9/12 (basis of Picnic Servery Structure costs).
- 11A Ewing Cole Millwork Elevation Drawings A6-12-1, A6-12-2 & A6-13-1 undated and transmitted at 3/22/12 meeting.

**GMP AMENDMENT
ATTACHMENT "C-1"**



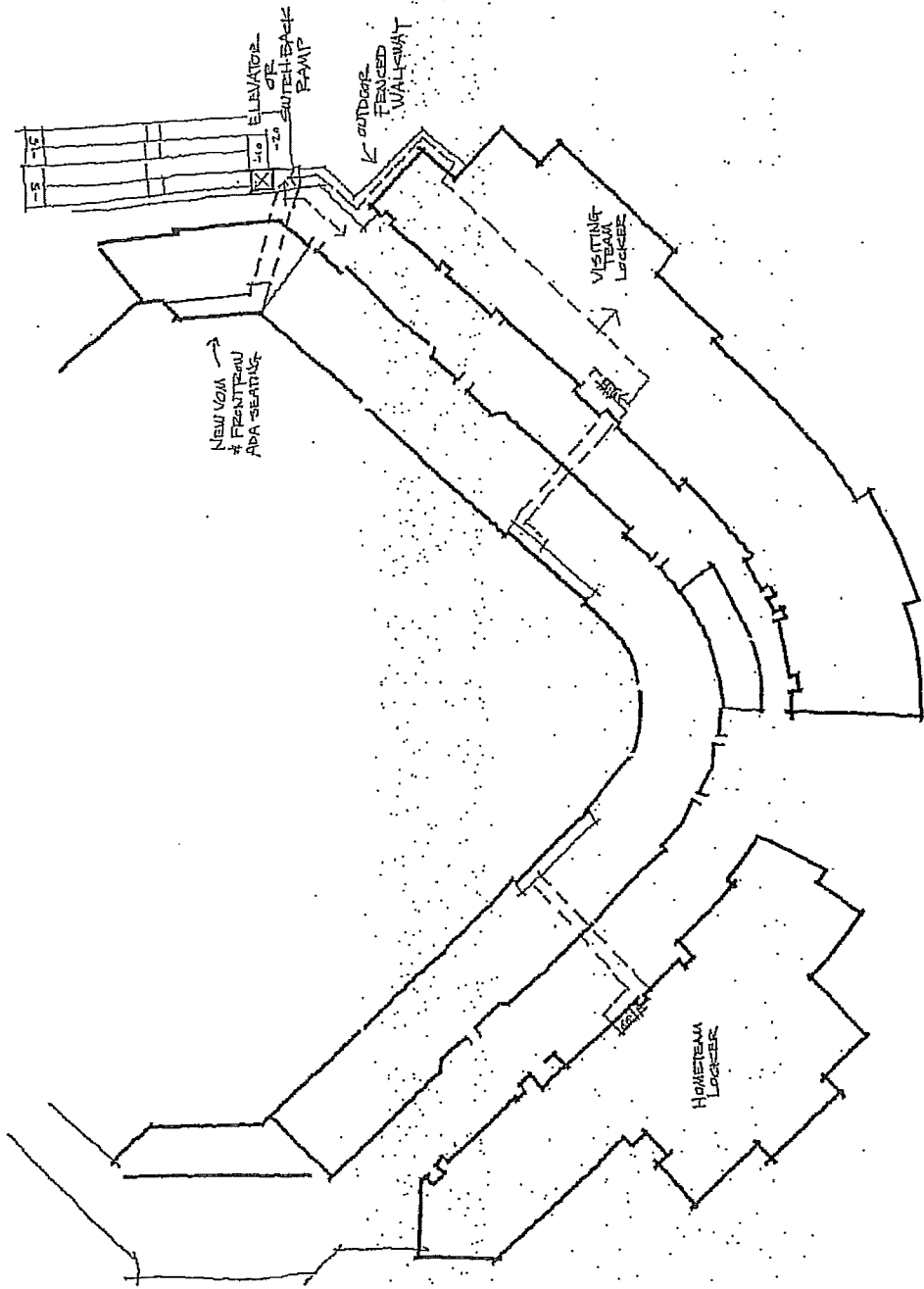
Project: **PNC FIELD – LACKAWANNA COUNTY STADIUM
DRAWINGS AND SPECIFICATIONS**

**3/16/12
REVISED 3/27/12**

- 11B Ewing Cole Club Area Drawings titled "Club Area Floor Plan", "Elevation of Club Entry 2nd Floor" and "Perspective of 2nd Floor Club Entry" undated and transmitted 3/9/12.
- 12. Ewing Cole Interior Finish Legend dated 3/26/12 and Room Finish Schedule dated 3/27/12 included as GMP Amendment Attachment "A-4".

The following documents are included in the GMP and take precedence in scope of work over Ewing Cole issued documents above.

- 13. AHB Dugout Toilet Room Revised Ewing Cole Sketch dated 9/29/11 (basis of Dugout pricing).
- 14. AHB Mark-Up dated 2/3/12 of Ewing Cole Drawings AS1-1, A7-2-1 and A7-2-2 (basis of Sitework VE Items). AS1-1, A7-2-1 and A7-2-2 are relevant to the changes in scope as identified in the accepted VE Items List and not for any other work scope indicated on these drawings, i.e., the Section at Bullpens 2/A7-2-2 and Section at Field Access Drive 1/A7-2-2 are superseded by newer design/drawings issued regarding sign and scoreboard structure and foundations.
- 15. AHB Mark-Up dated 2/28/12 of EC Drawings A3-2-B1, B2, C1 & C2 (basis of Masonry VE Items)
- 16. AHB Railing Sketches (9 pages) dated 2/7/12 (basis of Miscellaneous Metals VE items).



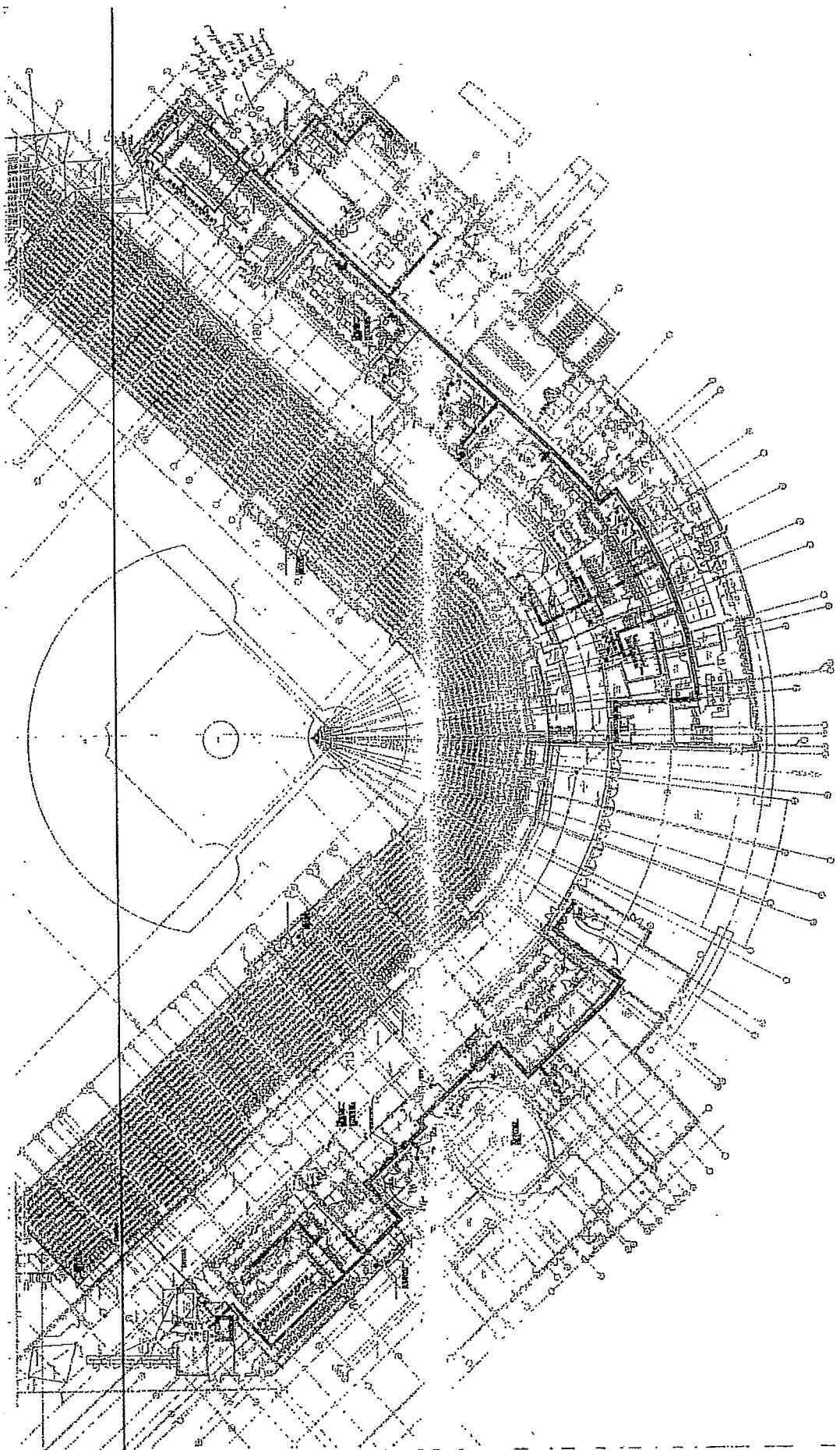
EWING
COLE

ADA ENHANCEMENTS - OPTION 1

LACKAWANNA COUNTY STADIUM

02/06/2012

#6



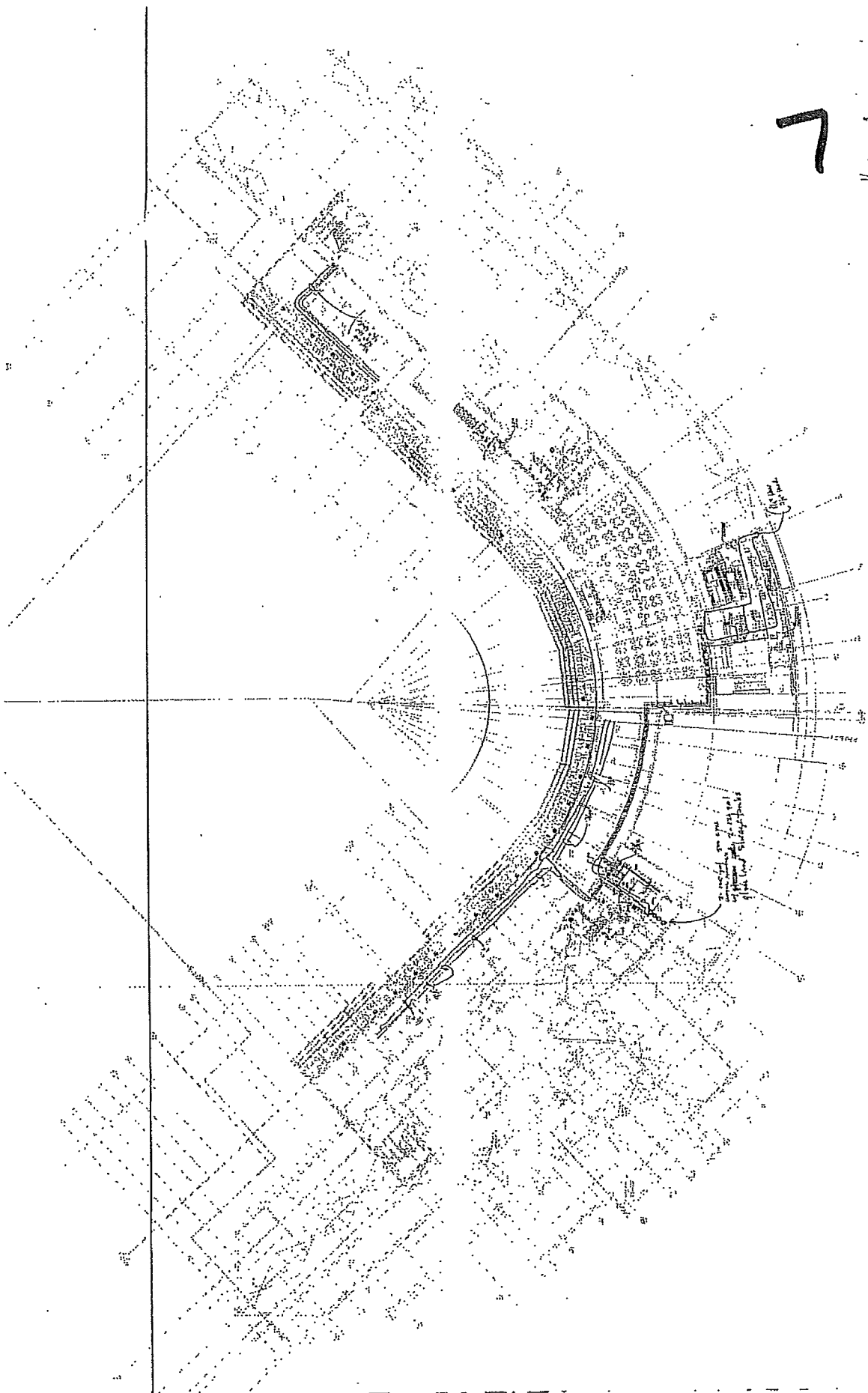
11 side
3-6-12
work the thing

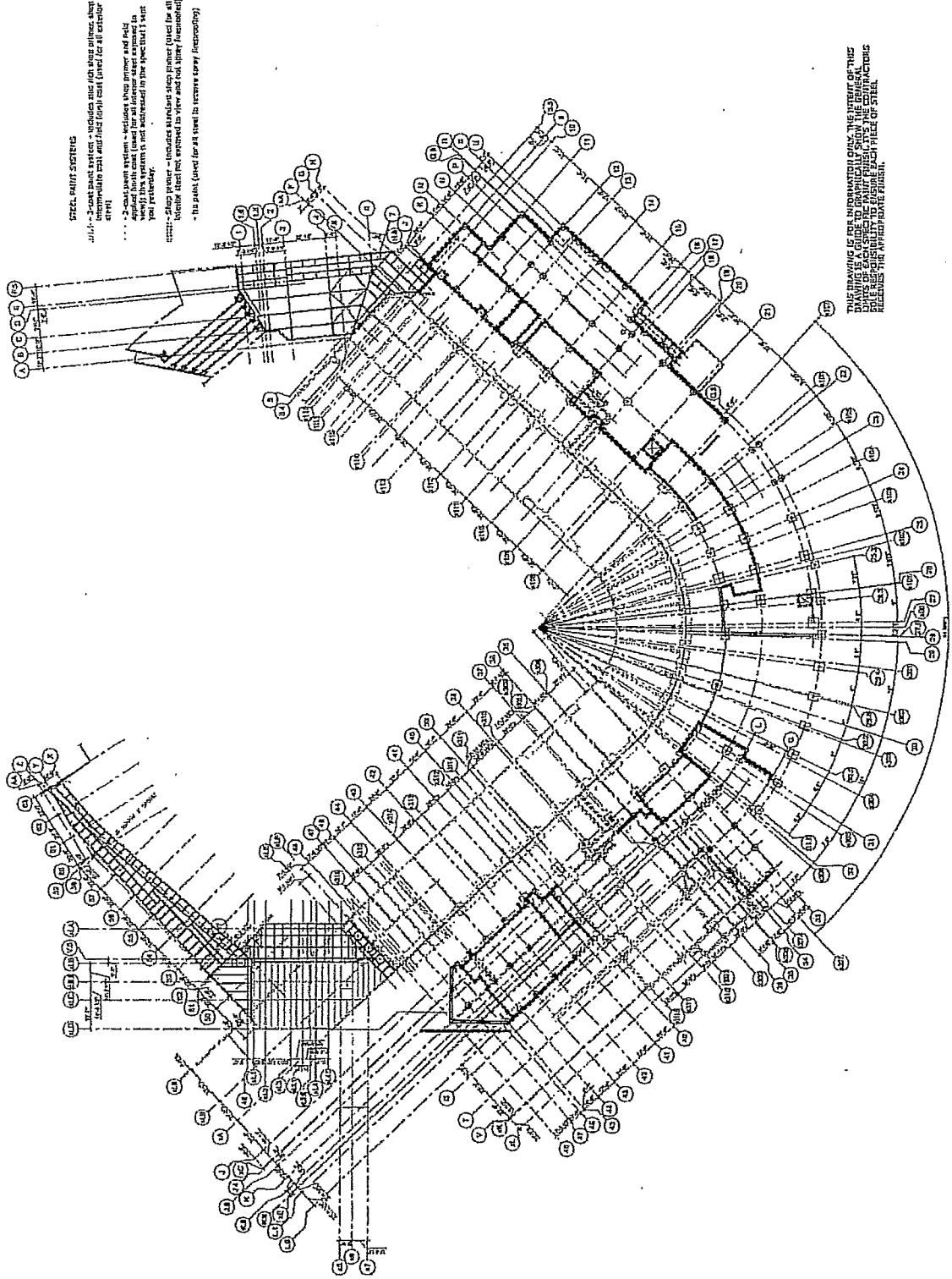


7/11/11

7

1/16" scale
3-16-12
unrec. water plan





STEEL FRAMING SYSTEMS

- 1111 - 3-bay steel system - includes all high steel members, shear connections, and all steel (omit call) (omit for all exterior steel)
- 1112 - 3-bay steel system - includes steel primer and end cap applied to the steel (omit for all interior steel exposure. In heavy) this system is not addressed in the specification's steel primer schedule.
- 1113 - 3-bay primer - includes standard steel primer (omit for all interior steel) (omit for all exterior steel) (omit for all steel)
- 1114 - 3-bay primer (omit for all steel in exterior exposure)

THIS DRAWING IS FOR INFORMATION ONLY. THE INTENT OF THIS DRAWING IS TO SHOW THE GENERAL LAYOUT OF THE STEEL FRAMING SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXACT LOCATION AND DIMENSIONS OF EACH MEMBER OF STEEL.

1 GENERAL LAYOUT OF STEEL FRAMING SYSTEM

REV'S 2/24/12

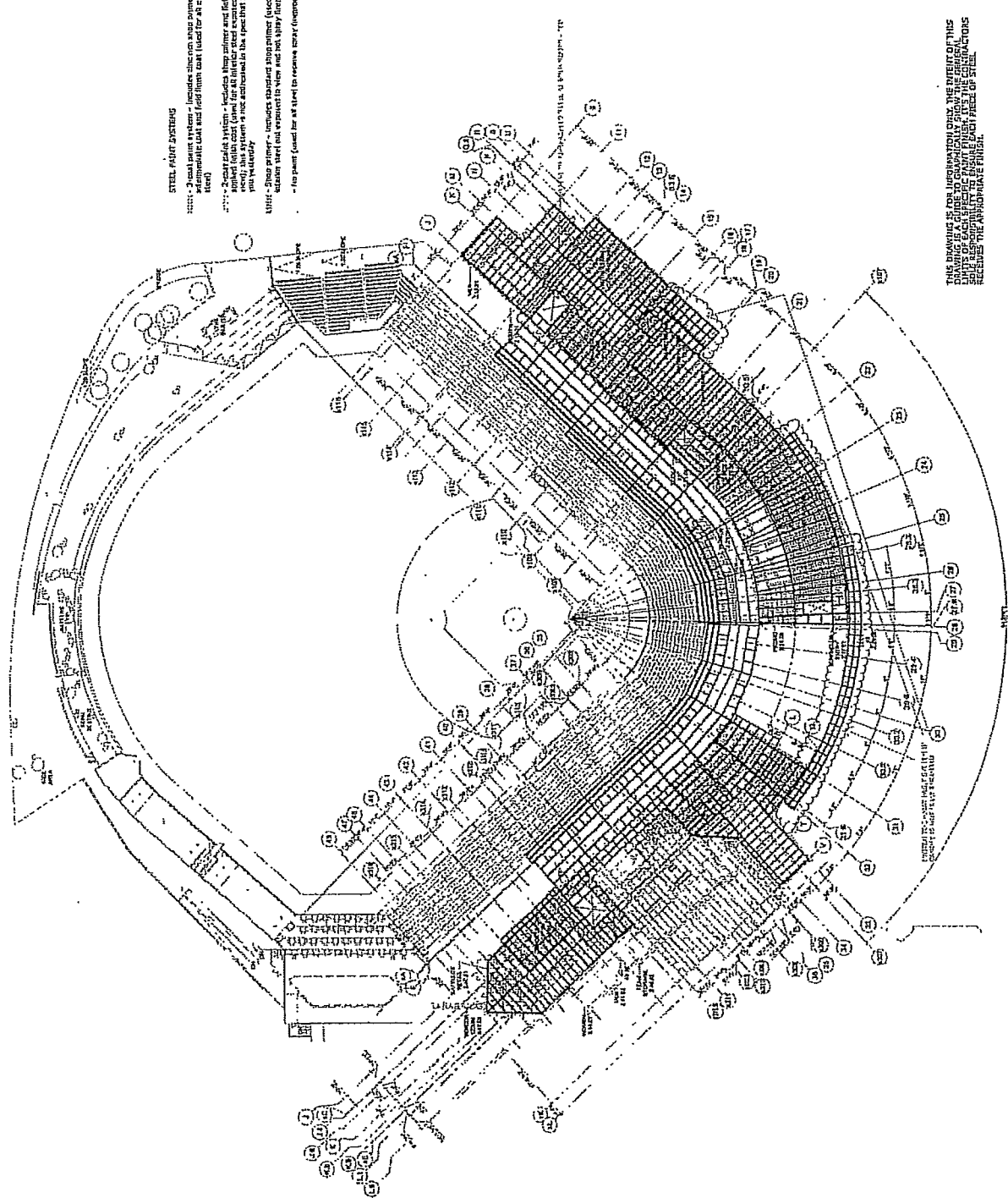
STEEL PAINT SYSTEMS

1. Primer - includes shop primer and field primer (used for all exterior steel surfaces)

2. Epoxy primer - includes shop primer and field primer (used for all interior steel surfaces)

3. Epoxy primer - includes shop primer (used for all exterior steel) and field primer (used for all interior steel)

4. Top paint (used for all steel to ensure proper weathering)



THIS DRAWING IS FOR INFORMATION ONLY. THE WEIGHT OF THIS UNIT OF EACH SECTION IS NOT TO BE USED FOR THE CONNECTIONS. THE WEIGHT OF EACH SECTION IS TO BE USED FOR THE CONNECTIONS. THE WEIGHT OF EACH SECTION IS TO BE USED FOR THE CONNECTIONS.

1. INITIAL REVIEW ONLY

RBC'D 2/24/12

McCabe, Larry E.

From: Cunningham, Robert [rcunningham@ewingcole.com]
Sent: Wednesday, February 29, 2012 6:14 PM
To: McCabe, Larry E.
Cc: Patel, Pradeep R.; Schmitt, Craig J.; Garman, Richard G.; Arnone, Anthony L.; Cunningham, Robert; Kolonauski, Barbara
Subject: PNC Park Electrical Estimate Review with CM
Attachments: Provide 2nd Service for PNC.PDF; E4-1-1 VE OPTION.PDF; Feeder ID Schedules - 3W AL.PDF; Feeder ID Schedules - 4W AL.PDF; Musco Budget Estimate 2-24-12.pdf

9

MEP question & comments based on conference call of 2/29/12 with Larry McCabe.

ELCTRICAL

1. As discussed provide order of magnitude savings with proposed option of 2 service transformer, 2-2000A switchboard including reduce feeder sizes. We have attached Electrical Site plan, Single line diagram and Alumn. Feeder conversion schedule for your sub contractors use. Note that a new electrical room will located at the south end of the building.

Also, there will be a significant reduction in conduit and multiple conductor feeders if this additional switchboard were provided. The gross sum of conduit and multiple conductor feeders will be reduced from approximately 14,000 lf to 3000 lf. These feeder lengths are our approx. cable lengths and will need to be confirmed by your sub contractor

2. Provide VE for using aluminum alloy MC feeder cables for under slab and overhead runs

3. Larry explained that a 4% contingency was added to line item estimate from September.

4. Discussion on branch circuiting was to minimize conduits by providing MC branch circuits to electrical room junction boxes and make transition to conduit as you enter panelboards. Use MC pvc jacketed branch circuiting in Concourse areas.

5. Require updated food service drawings to confirm quantities of electrical and POS.

6. We have sent the pricing document from MUSCO based on our meeting Monday see attached PDF. In order to reduce the sports lighting budget it was agreed to base the design on MUSCO. It was also recommended that MUSCO provide the foundation design for the 4 outfield poles as part of the work. CM stated that they have sent Musco the soils report to determine foundation requirements. CM to provide reduced cost savings.

7. Item deals with Lighting package. A goal of 10% was targeted. After speaking with lighting vendor we were able to reduce lighting package by 67,000 dollars. Information sent to CM this morning.

8. Parking lot value of 275,000 dollars was discussed. It was agreed that CM would revisit this number and reduce scope of work for the site lighting package. Provide branch circuiting to pole only and connect to panelboards that are presently in project.

9. Reduce cable tray from 1800 feet to 600 feet in estimate.

10. Temporary power will stay in electrical budget per county requirements.

If you have any questions please contact either Rick or me.

3/1/2012

9

| FEEDER IDENTIFICATION SCHEDULE | |
|--------------------------------|------------------------------|
| FEEDER TAG | ALUMINUM (AL) MC CABLE |
| 3W20 | NA |
| 3W25 | NA |
| 3W30 | NA |
| 3W35 | NA |
| 3W40 | NA |
| 3W45 | NA |
| 3W50 | NA |
| 3W60 | NA |
| 3W60(1) | NA |
| 3W70 | NA |
| 3W80 | NA |
| 3W80(1) | NA |
| 3W90 | NA |
| 3W90(1) | NA |
| 3W100 | 3#1/0 & #6 G |
| 3W100(1) | 3#1/0 & #6 G |
| 3W110 | 3#1/0 & #4 G |
| 3W125 | 3#1/0 & #4 G |
| 3W125(1) | 3#2/0 & #4 G |
| 3W150 | 3#2/0 & #4 G |
| 3W150(1) | 3#3/0 & #4 G |
| 3W175 | 3#3/0 & #4 G |
| 3W175(1) | 3#4/0 & #4 G |
| 3W200 | 3-250KCMIL & #4 G |
| 3W225 | 3-300KCMIL & #2 G |
| 3W250 | 3-350KCMIL & #2 G |
| 3W300 | 3-500KCMIL & #2 G |
| 3W350 | 3-600KCMIL & #1 G |
| 3W350(1) | 3-700KCMIL & #1 G |
| 3W400 | 3-750KCMIL & #1 G |
| 3W400(1) | 2-[3-250KCMIL & #1 G] |
| 3W450 | 2-[3-300KCMIL & #1/0 G] |
| 3W450(1) | 2-[3-300KCMIL & #1/0 G] |
| 3W500 | 2-[3-350KCMIL & #1/0 G] |
| 3W600 | 2-[3-600KCMIL & #2/0 G] |
| 3W700 | 2-[3-600KCMIL & 3/0 G] |
| 3W700(1) | 2-[3-700KCMIL & 3/0 G] |
| 3W800 | 2-[3-750KCMIL & 3/0 G] |
| 3W800(1) | 3-[3-400KCMIL & 3/0 G] |
| 3W900 | 3-[3-500KCMIL & 4/0 G] |
| 3W1000 | 3-[3-600KCMIL & 4/0 G] |
| 3W1200 | 4-[3-500KCMIL & 250KCMIL G] |
| 3W1400 | 4-[3-700KCMIL & 350KCMIL G] |
| 3W1600 | 5-[3-600KCMIL & 350KCMIL G] |
| 3W1800 | 5-[3-700KCMIL & 400KCMIL G] |
| 3W2000 | 6-[3-600KCMIL & 400KCMIL G] |
| 3W2500 | 7-[3-700KCMIL & 600KCMIL G] |
| 3W3000 | 8-[3-700KCMIL & 600KCMIL G] |
| 3W4000 | 11-[3-700KCMIL & 800KCMIL G] |

9

| FEEDER IDENTIFICATION SCHEDULE | |
|--------------------------------|--------------------------------------|
| FEEDER TAG | ALUMINUM (AL) MC CABLE |
| 4W20 | NA |
| 4W25 | NA |
| 4W30 | NA |
| 4W35 | NA |
| 4W35T | NA |
| 4W40 | NA |
| 4W45 | NA |
| 4W50 | NA |
| 4W50T | NA |
| 4W50T2 | NA |
| 4W60 | NA |
| 4W60(1) | NA |
| 4W70 | NA |
| 4W80 | NA |
| 4W80(1) | NA |
| 4W90 | NA |
| 4W90(1) | NA |
| 4W100 | 4#1/0 & #6 G |
| 4W100(1) | 4#1/0 & #6 G |
| 4W100T | 4#1/0 & #6 G |
| 4W100T2 | 3#1/0, 250KCMIL N & #6G |
| 4W110 | 4#1/0 & #4 G |
| 4W125 | 4#1/0 & #4 G |
| 4W125(1) | 4#2/0 & #4 G |
| 4W150 | 4#2/0 & #4 G |
| 4W150(1) | 4#3/0 & #4 G |
| 4W150T | 4#3/0 & #4 G |
| 4W150T2 | 3#3/0, 2#3/0 N & #4G |
| 4W175 | 4#3/0 & #4 G |
| 4W175(1) | 4#4/0 & #4 G |
| 4W200 | 4-250KCMIL & #4 G |
| 4W200T | 4-250KCMIL & #1/0 G |
| 4W225 | 4-300KCMIL & #2 G |
| 4W250 | 4-350KCMIL & #2 G |
| 4W250T | 4-350KCMIL & #1/0 G |
| 4W250T2 | 3-350KCMIL & 2-350KCMIL N & #1/0G |
| 4W300 | 4-500KCMIL & #2 G |
| 4W350 | 4-600KCMIL & #1 G |
| 4W350(1) | 4-700KCMIL & #1 G |
| 4W400 | 4-750KCMIL & #1 G |
| 4W400(1) | 2-[4-250KCMIL & #1 G] |
| 4W400T | 2-[4-250KCMIL & #3/0 G] |
| 4W400T2 | 2-[3-250KCMIL, 2-250KCMIL N & #3/0G] |
| 4W450 | 2-[4-300KCMIL & #1/0 G] |
| 4W450(1) | 2-[4-300KCMIL & #1/0 G] |
| 4W500 | 2-[4-350KCMIL & #1/0 G] |
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| 4W500T2 | 2-[3-350KCMIL, 2-350KCMIL N & #3/0G] |
| 4W600 | 2-[4-500KCMIL & #2/0 G] |
| 4W600T | 2-[4-500KCMIL & #4/0 G] |
| 4W700 | 2-[4-600KCMIL & #3/0 G] |
| 4W700(1) | 2-[4-700KCMIL & #3/0 G] |
| 4W800 | 2-[4-750KCMIL & #3/0 G] |
| 4W800(1) | 3-[4-400KCMIL & #3/0 G] |
| 4W800T | 3-[4-400KCMIL & #4/0 G] |
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| 4W900 | 3-[4-500KCMIL & #4/0 G] |
| 4W1000 | 3-[4-600KCMIL & #4/0 G] |
| 4W1000T | 3-[4-600KCMIL & 250KCMIL G] |
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| 4W1600 | 5-[4-600KCMIL & 350KCMIL G] |
| 4W1800 | 5-[4-700KCMIL & 400KCMIL G] |
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| 4W2000 | 6-[4-800KCMIL & 400KCMIL G] |
| 4W2500 | 7-[4-700KCMIL & 600KCMIL G] |
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EWING COLE

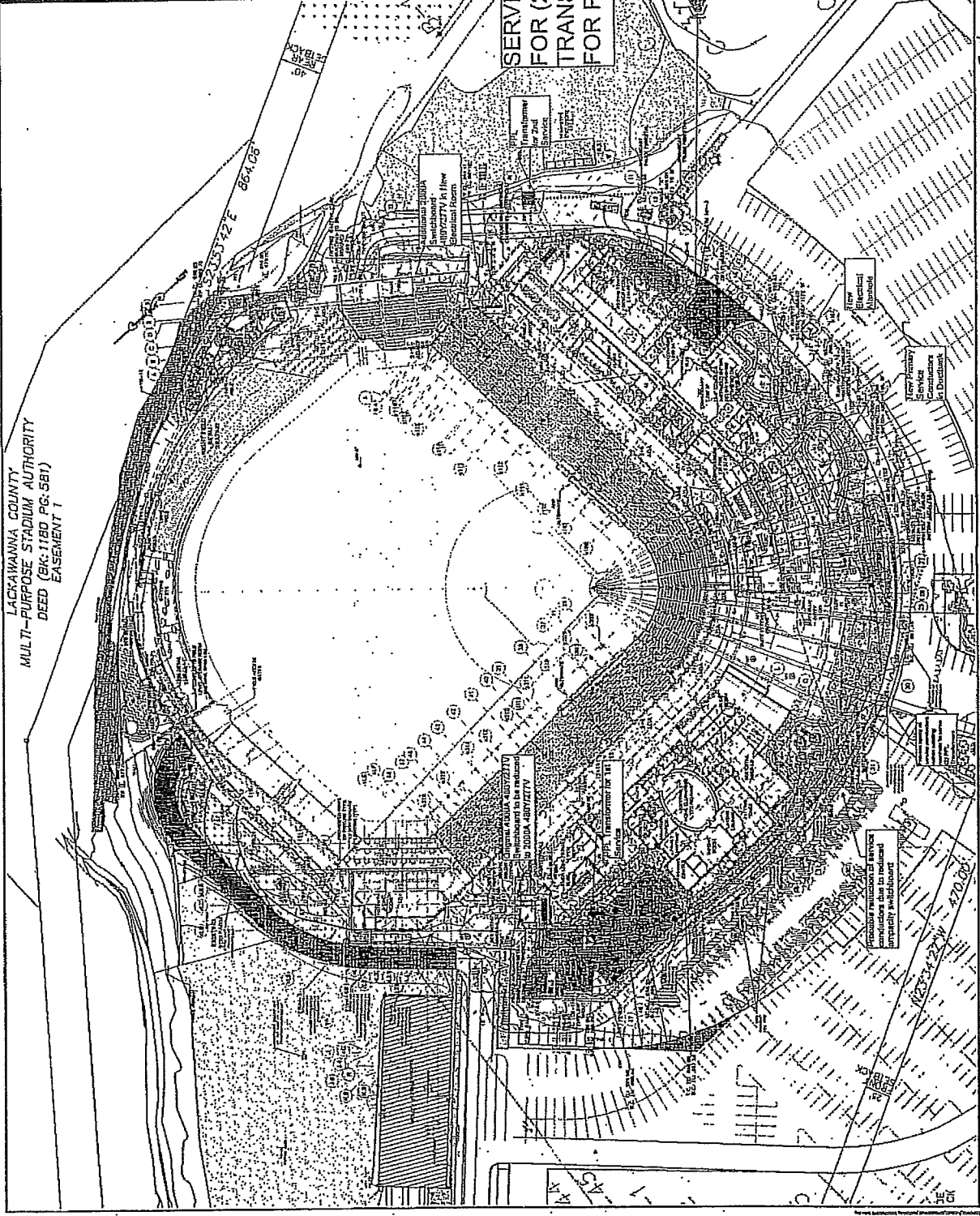
Professional Engineer License No. 11100
 State of Alabama
 1411 234-487-2225 Fax 234-5114-1413

PROJECT: LACKAWANNA COUNTY STADIUM
DATE: 2/29/12
SCALE: AS SHOWN
PROJECT NO.: EC-2-1

**SERVICE OPTION
 FOR (2) SERVICE
 TRANSFORMERS
 FOR PRICING ONLY**

| | | |
|-----|-------------------------|---------|
| NO. | DESCRIPTION | DATE |
| 1 | ISSUED FOR PERMITTING | 2/29/12 |
| 2 | ISSUED FOR PRICING ONLY | 2/29/12 |

LACKAWANNA COUNTY
 MULTI-PURPOSE STADIUM AUTHORITY
 DEED (BK: 1180, PG: 581)
 EASEMENT 1



PECO
 PENN PA

2/29/12

9

PNC FieldMEP questions & comments to 2/8/12 Estimate
2/28/12

9

We have reviewed the Budget Estimate dated 2-8-2012 in order to understand the cost increases for the MEP systems, to understand the line items in the estimate and to look for opportunities for value engineering these systems. Our comments, areas of concern and VE opportunities are as follows:

Electrical

1. The first potential VE opportunity is aimed at reducing the over sizing of wiring to accommodate voltage drop based on the long distance of many feeders. Currently there is 1-4000 amp service located at the far end of the third base side of the stadium and all feeders originate their and extend around the building at 480 volts three phase. To accommodate for voltage drop on these long feeders the wire sizes need significantly increased. We suggest looking at splicing the main medium voltage PPL service feeder where it approaches the stadium and extending it to an area near the mechanical room on the first base side of the stadium and creating a second main electrical room. The 4000 amp Main Service Switchboard would be broken up into two separate 2000 amp Main Service Switchboards served by two separate PPL service transformers. The lengths of feeders would be connected to the nearest switchboard and their lengths would be significantly reduced as would as the over sizing of these feeders due to voltage drop. This option will require a second electrical room to be added on the 1st base side of the stadium, but the cost savings could be substantial, including the elimination of virtually all concrete encased ductbanks (refer to the Foundation bid package). *Note: This option would need to be reviewed and approved by PPL and the project would probably be required to pick up all costs (transformer, vault, feeders extension etc.). An idea that may be worthwhile but it appears this tome has passed?*
2. The second potential VE opportunity would be to use aluminum alloy MC cables for most of the secondary feeders (this excludes all branch circuiting and would exclude sports lighting power circuits if the project uses Musco luminaires and service entrance conduits for both normal and emergency feeders). We would suggest the regular aluminum MC Cable feeders for indoor feeder installations and PVC jacketed MC Cable for feeders installed outdoors or in the concourses or installed below grade. PVC Jacketed MC Cable feeders are approved for direct bury underground and could be installed under the main concourse to get to the electrical equipment they are feeding without manholes and should be able to cross the utility tunnel without significantly reducing available head height (supported directly to the concrete above when crossing the tunnel) which could create an opportunity to reduce feeder lengths and overall costs. Agreed and this is the direction that documentation should proceed.
3. What is the basis of the base price vs. current price? The last estimate we received on 11/29/2001 is the exact same amount as on this estimate. The updated price provided
4. Can you provide a description of the installation wiring means and methods used for branch circuits within this building for this cost estimate? We want to make sure that we are on the same page for means and methods as we think this item is worked into many line items of this estimate. Refer to the Outline spec and Narrative for what was agreed upon and used as a basis.
5. Please provide an explanation for the number of portable concessions and the number of fixed concessions? There are only four fixed concessions and the quantity of the portable concessions varied slightly per the food service meeting you attended. We do not understand where the 35 fixed concessions are and what the 3 portable concessions are

based on the recent food service meeting. POS refers to a Point of Sale location - we fully understand there are four main concession locations and the change to portable concessions is understood.

- 9
6. Please provide the basis for the sports lighting costing \$842,600? Please furnish the equipment costs from Musco as these costs plus installation seem very high for the budgetary numbers we have seen on this and recent projects. Please furnish more detailed information on these substantial line items as well as the justification for the \$125,000 additional cost without any change in project scope. The cost is not \$842K for the Musco package. Theirs includes Lights, poles and increased (including subcontractor markup) by \$125,000 as shown as an increase in the 2/23 document.
 7. Please provide a detailed description of what lights on our 2/8/2012 progress set are included the Interior lighting, Exterior Lighting, Concourse Accent Lighting, Pedestrian Lights at entrances/plaza sub items in this estimate. Please also provide your quantity take off for all light fixtures based on our 2/8/2012 drawings and a break out of luminaire cost and installation cost for each. Provided by Illuminations based on the 2/8/12 progress drawings. There $3261,000 - 20\% = 434,000$ LIGHT $\rightarrow 10\%$
 8. Please provide a breakout of the parking lot lighting rework estimate based on the updated drawing provided by EwingCole that was to be included on the 2/8/2012 progress set. The \$275000 included is based on the data provided by Ewing Cole on their design and has not been revised.
 9. Where is the 1800 feet of cable tray located? Our drawings only show approximately 600 feet. Not updated from 2.23.12
 10. Temporary power and light belongs in general conditions not the electrical estimate. Disagree, it is provided by the electrical contractor and since Lackawanna County is the holder of the contract-it will remain there.

Mechanical

1. The 2/8/12 estimate is identical to the 11/29/11 estimate and does not appear to reflect any of the drawing changes from the DD or CD Progress set. Agree that a full update of the detail has not been provided. Refer to the e mail sent that outlines that equipment cost increases are based on all the increased sizes per the 2.8.12 documents
2. Butz needs to explain what is included in the \$400,000 increase due to equipment sizes and distribution. Why is this not reflected in the 2/8/12 estimate? What pieces of equipment are included in the increase? What portion of the increase is due to distribution? The systems would have required distribution regardless of the size and therefore the increase in cost of distribution should be minimal due to the increase in equipment sizes. Refer to the e mail sent that outlines that equipment cost increases are based on all the increased sizes per the 2.8.12 documents. Remember that 2.8.12 with requested supplemental information is the first time that equipment selection criteria was provided by EC other than in Narrative form or in review with Mike L of the fall of 2011 estimates. Biggest singular increase is size of the suite units from the agreed upon 2.5 tons. AHB does not dispute any need for increased sizes based on calculations performed by EC, things do change and when they do, cost goes up.
3. EC is re-reviewing the sizing of equipment serving the Suites, the Club and the Club Kitchen (which is dependent on the Food Service equipment). OK

4. We also have the following suggestions for VE items:

9

- Reduce or eliminate the electric radiant panels at bullpens Will add to VE
- As information becomes available from Food Service, may be able to reduce number of heaters and size of supply and general exhaust fans in concession stands. The heaters are sized to maintain 55F at night during seasons is my understanding. Fans were explained to me as Supply to provide increased comfort for workers and should perhaps be on the VE list.
- As information becomes available from Food Service, will review the size of the Kitchen AHU. OK
- Combine exhaust fans for adjacent Men's and Women's rooms on concourse level. OK
- Eliminate data server shown on controls drawing OK We should consider as much local only control as possible - especially for day of game equipment. UH's can be local with simply a temp alarm sensor if temp is lost in concession, toilet areas etc and is cheaper than DDC control.
- Reduce number of fan powered boxes by 10% Eliminate ? None carried in original budgets as not noted in write ups
- Reduce number of VAV boxes by 5% Good idea, just an overall minimization is the right direction.
- Eliminate electric heating coils or gas heat at packaged RTUs Discussion needed here -
- Convert suite corridor RTU (4-1) to multiple (2-3) heat pumps Agreed, this was approach used in budgeting - same size as Suite units staggered around the corridor.

Plumbing

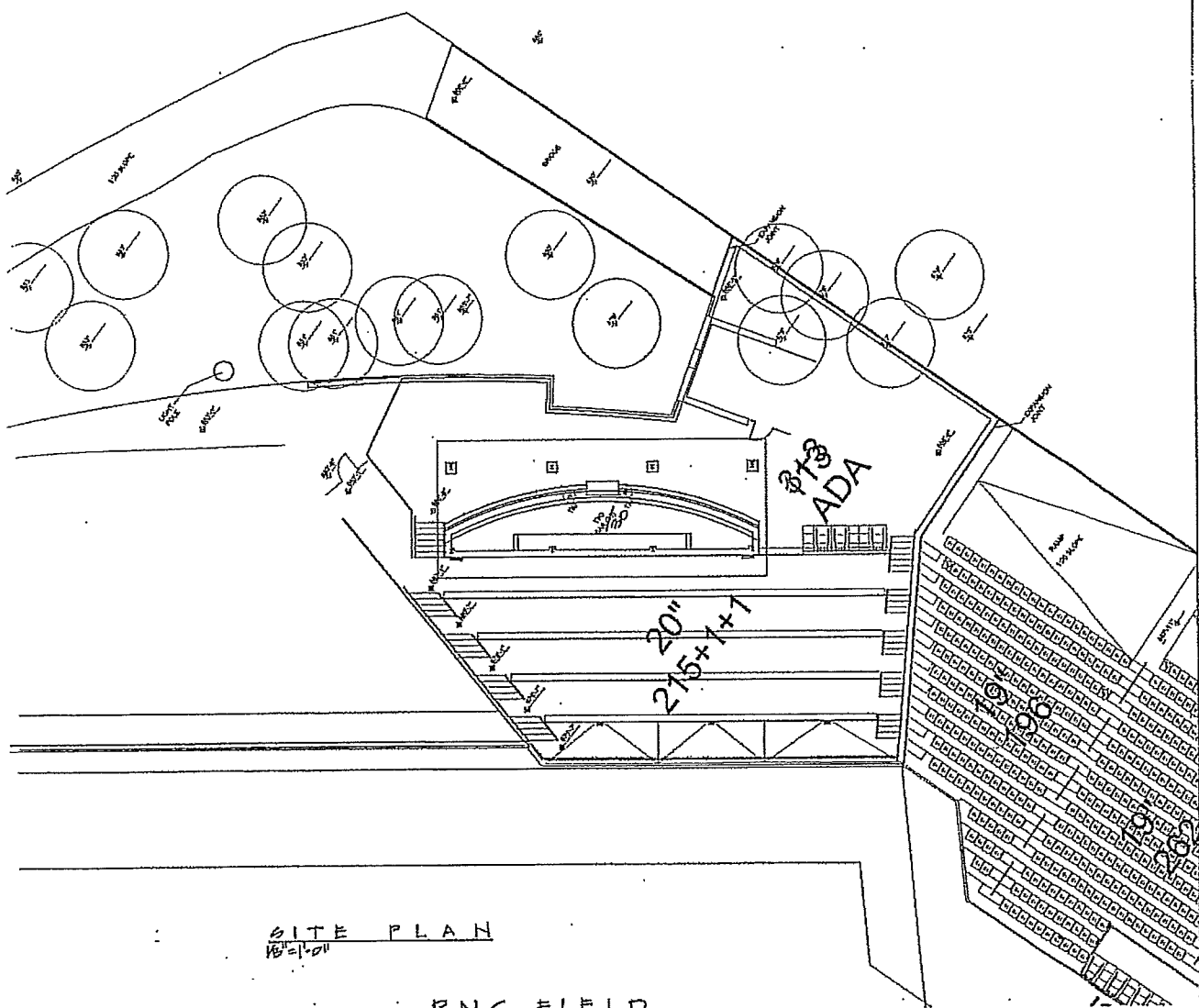
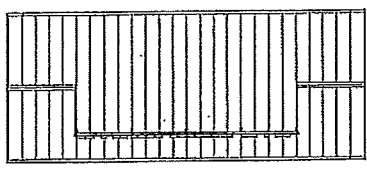
1. There has been a line item added to the Fire protection Estimate "Add per pricing feedback" \$25,000, what does this include? Primarily increased material costs based on sub take off and input.
2. There has been a line item added to the Plumbing Estimate "Add per pricing feedback" \$75,000, what does this include? Primarily increased material costs based on sub take off and input.
3. The Plumbing site line item to extend 300 L.F. of piping to fire hydrants (\$46,800) may not still be in the project. Refer to Pennonl dwgs. OK will check
4. The Plumbing Building line item for Filtration does not appear to reflect the cost of the documented system. (price looks low). Thanks *
5. The Plumbing building line item for grease interceptors - central, does not list a quantity, there is one central grease interceptor. Central shall be added back to the project.
6. Refeeding the irrigation system is included under the dugout alternate. Some of this work is base bid. Agreed it will be added back, it is also temp in DEMO portion.
7. Under the dugout alternate, the storm sump pump replacement will be required even if the alternate is not accepted. OK
8. Under outfield bullpen the pricing includes 2 bullpen toilets, there will only be one. fixtures, drains and heaters should be adjusted accordingly. OK will help off set the adds
9. Under concourse, the quantity of drains does not appear to include concession drains. OK will add
10. Under concourse, the quantity of water heaters should be 2 one for each laundry. OK will add
11. Under suite club level, the 19 water heaters included should be deleted. OK will help offset other adds
12. Under miscellaneous, the quantity of exterior hose bibs looks low. OK
13. Under roof drainage, the total number of roof drains appears to be substantially less than documented. Agree, tis has been discussed relative to tapered insulation vs sloping steel as well Shall we assume that 2.8.12 is now current?

*TIKI
Dugouts
Bullpen
Pit
Pit*

- 14. Under interior storm drainage, 64 suite level drains looks high. OK - will shift to other areas as needed to cover Adds
- 15. The contractor should verify that local mixing valves are included as shown on the dwgs. Assumed for single tempered water for all public lavatories - correct?

END

110°F - LAV - PDB die
K/S - 9



SITE PLAN
1/8" = 1'-0"

PNC FIELD
OUTFIELD BAR
PREPARED BY ERINGCOLE
5.7.2012

Friend, Dirk A.

From: Schmitt, Craig J. <cschmitt@ewingcole.com>
Sent: Friday, March 09, 2012 6:59 PM
To: Szalachowski, John W.; Friend, Dirk A.; McCabe, Larry E.
Cc: Baer, John K.; Butz, Greg L.; Patel, Pradeep R.
Subject: PNC Field - GMP estimate follow-up

Gentlemen,

Greg Butz, Steve Labovitz, Pradeep and I had a conference call this afternoon to talk about the remaining steps toward finalizing the GMP. In short, we agreed to talk at 2 pm on Tuesday next week to review the latest steel estimate and to also discuss the status of the remaining VE items that were to be verified. Ideally, you guys would have a number to plug in for all of the remaining VE items by Tuesday, but that may not be possible, I don't know. From my notes, the list of remaining VE items to figure is as follows:

1. **Redesigned electrical distribution system** – we spoke to PPL again today and we were told that they would not be able to get us a number for their portion of work until next week. Apparently, they need to go investigate the manhole we're trying to reuse. We're working on a schematic plan as we speak for the second main electrical room we will need to add on the 1st base side. (The cost of the new room should be calculated to offset the savings.)
2. **Redesigned (decentralized) hot water system** – be sure this number includes the related MEP costs for a decentralized system
3. **Change from copper piping to Victaulic stainless steel piping (schedule 10)**– confirm if there is additional savings to change from progress copper
4. **Premium Suite Finishes** – be sure your base estimate includes the premium interior finishes now that Mandalay says they are not building this stadium with cheaper finishes in the suites.
5. **Right Field seating** – make sure the VE figure includes savings for concrete foundations
6. ~~Tiki hut – provide updated estimate based on DD design sent to you earlier this week~~
7. **Picnic Servery** – we need to establish an allowance for this. The Food Service drawings you have indicate the current thinking – the basic concept being two masonry walls (ideally with stone veneer) to act as a "die wall" for the F.S. equipment to back up to, and the whole thing covered by a simple shed roof. We don't know what the roof is yet, but perhaps you should use the same unit cost as the tiki hut roof.

We didn't necessarily talk about it, but we assume you will publish an updated VE list with all of the accepted line items. If our assumption is correct, we would suggest you leave the rejected line items on the list so that we have a record later for all that was put on the table and not accepted.

During our call today, we all agreed that the target date for a revised GMP would be **Wednesday, 3/14**; thus, talking on Tuesday will give us a chance to discuss the final list and make any final adjustments before Wednesday.

Steve would like to schedule a conference call on Wednesday to discuss the final GMP as soon as it is published. I would guess that Art, Gary and John will be on the call as well.

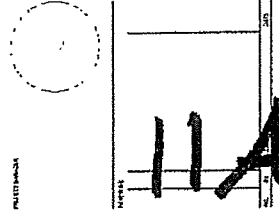
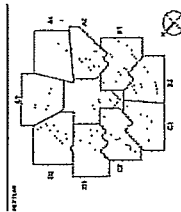
Please let me know if you have any questions, or if we missed anything.

Thanks,

Craig

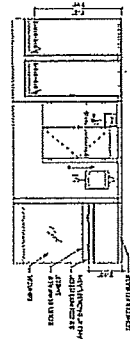
P.S. You will be getting the final Steel bid package on Monday.

Craig J. Schmitt, RA
PRINCIPAL
EwingCole

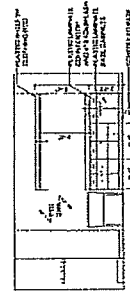


LACKAWANNA COUNTY STADIUM

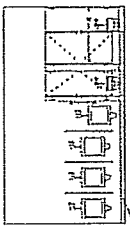
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|----------------|------------------|
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| DESIGNER | PROJECT NO. |
| CONTRACT NO. | DATE |
| PROJECT NAME | PROJECT LOCATION |
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| PROJECT CITY | PROJECT STATE |
| PROJECT ZIP | PROJECT COUNTY |
| PROJECT PHONE | PROJECT FAX |
| PROJECT E-MAIL | PROJECT WEBSITE |



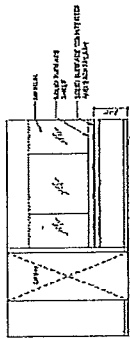
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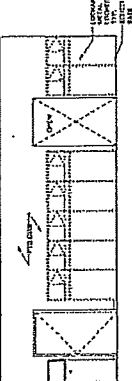
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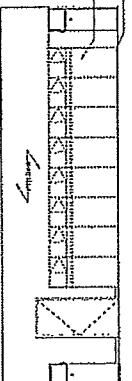
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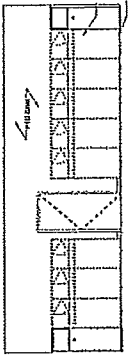
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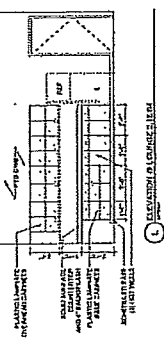
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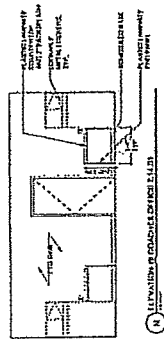
6 ELEVATION OF STADIUM BUILDING SIDE FACADE



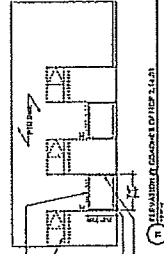
7 ELEVATION OF STADIUM BUILDING SIDE FACADE



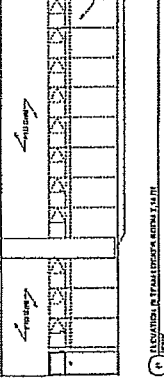
8 ELEVATION OF STADIUM BUILDING SIDE FACADE



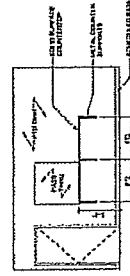
9 ELEVATION OF STADIUM BUILDING SIDE FACADE



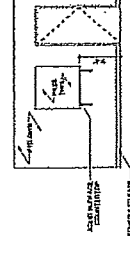
10 ELEVATION OF STADIUM BUILDING SIDE FACADE



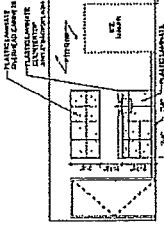
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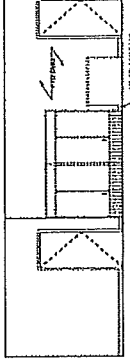
12 ELEVATION OF STADIUM BUILDING SIDE FACADE



13 ELEVATION OF STADIUM BUILDING SIDE FACADE



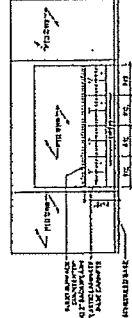
14 ELEVATION OF STADIUM BUILDING SIDE FACADE



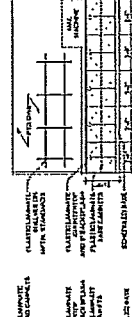
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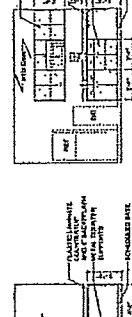
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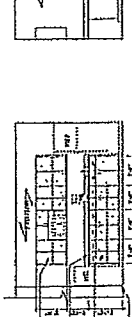
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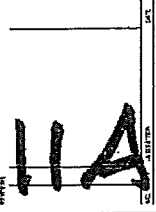
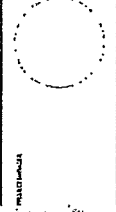
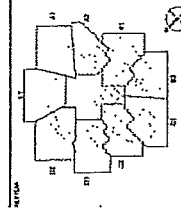
18 ELEVATION OF STADIUM BUILDING SIDE FACADE



19 ELEVATION OF STADIUM BUILDING SIDE FACADE

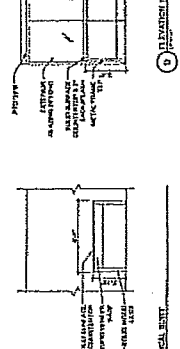
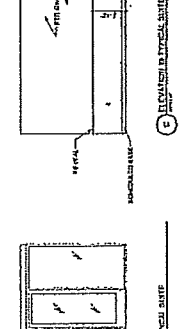
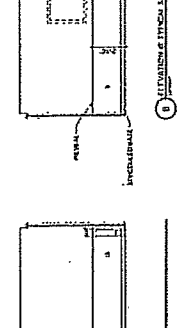
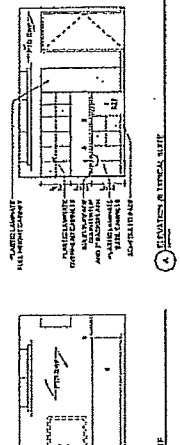
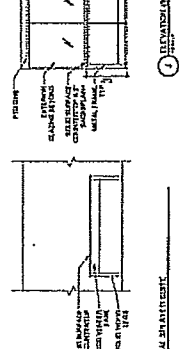
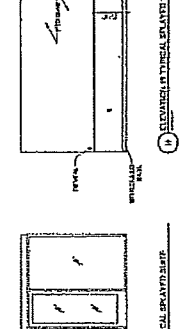
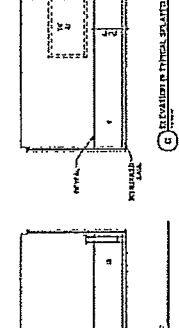
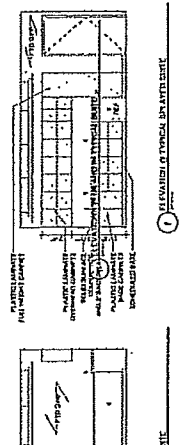
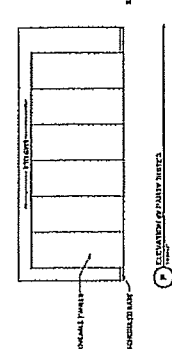
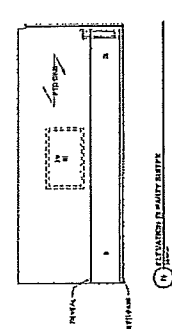
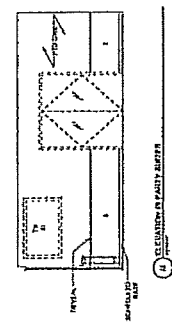
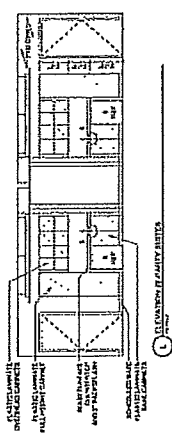


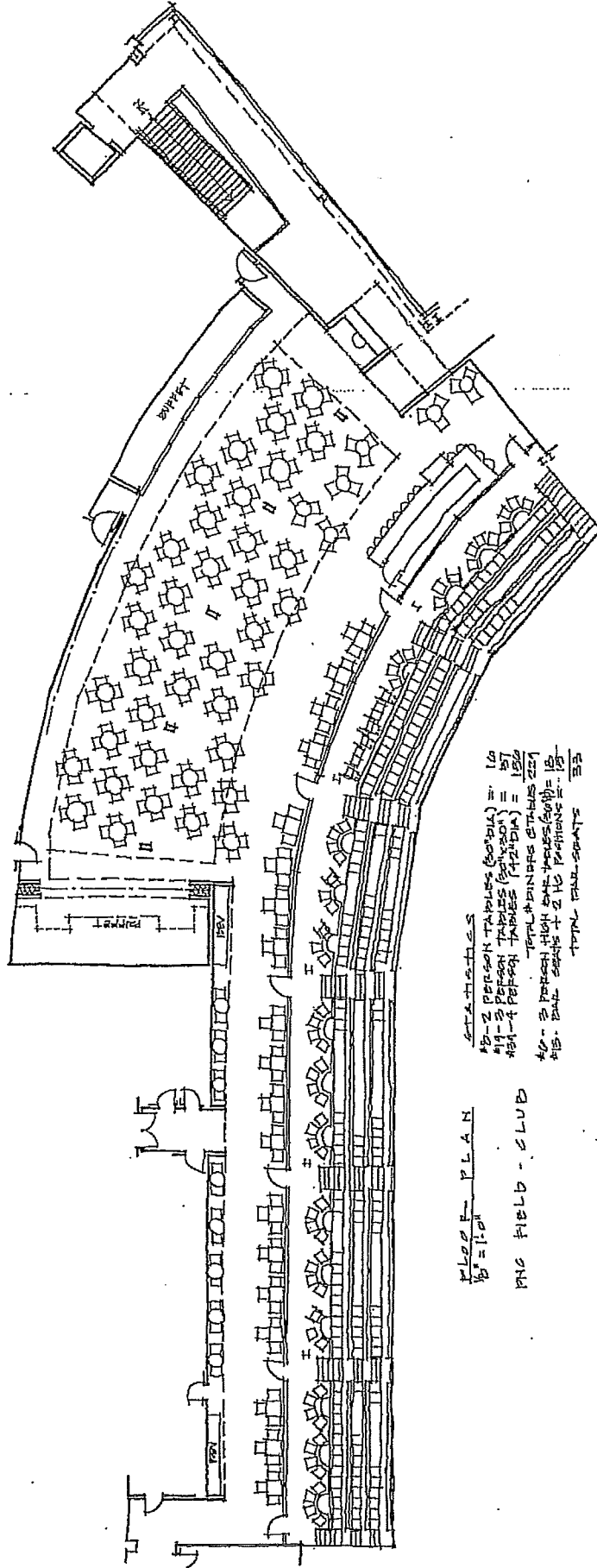
20 ELEVATION OF STADIUM BUILDING SIDE FACADE



LACKAWANNA COUNTY STADIUM

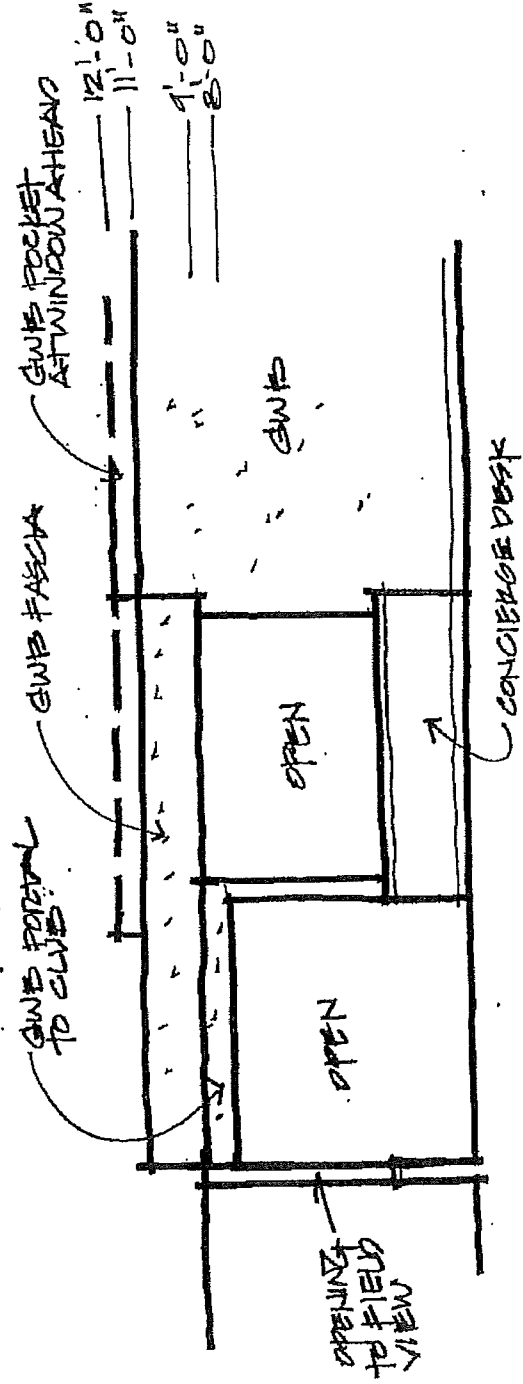
| | |
|------------|----------|
| DATE | 11/11/03 |
| BY | WJL |
| CHECKED BY | WJL |
| SCALE | AS SHOWN |





STATISTICS
 #1-2 PERSON TABLES (SQUARE) = 16
 #1-3 PERSON TABLES (RECTANGULAR) = 157
 #1-4 PERSON TABLES (RECTANGULAR) = 120
 TOTAL SEATING CAPACITY = 227
 #1-3 PERSON TABLES (SQUARE) = 16
 #1-4 PERSON TABLES (RECTANGULAR) = 120
 TOTAL SEATING CAPACITY = 227

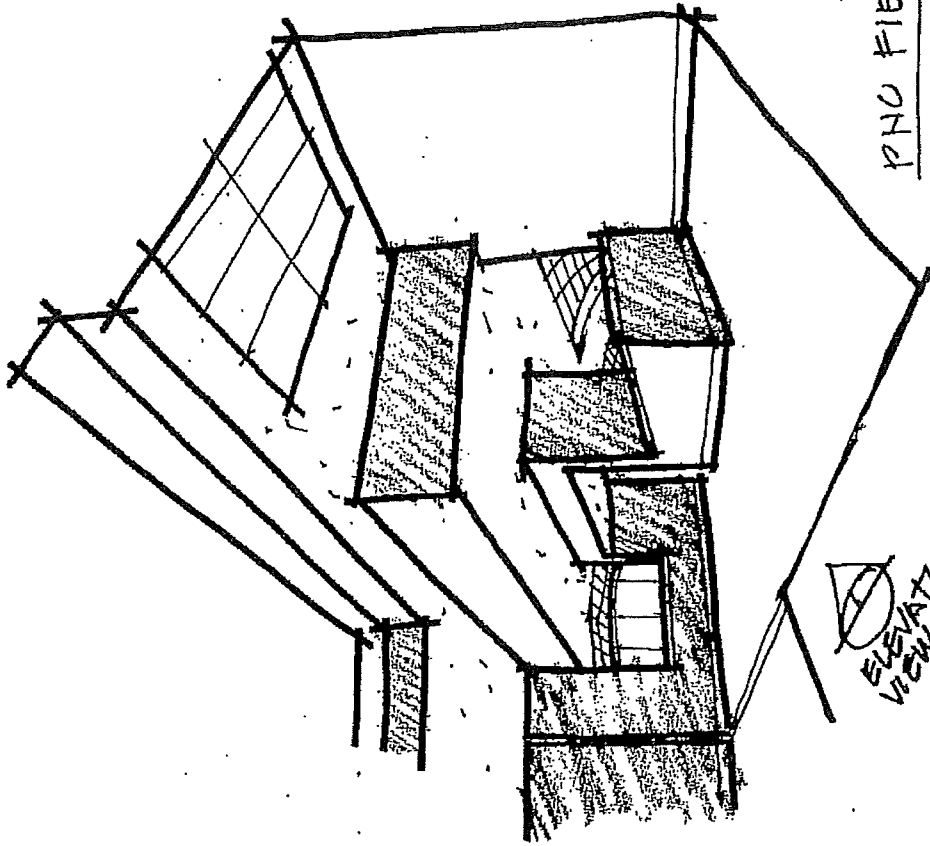
PLAN
 1/8" = 1'-0"
 475 - 47814 514



RNC FIELD
 1. ELEVATION OF CLUB ENTRY 2ND FLOOR
 1/4" = 1'-0"

11B

✓



PNO FIELD
PERSPECTIVE
OF 2ND FLOOR
CLUB ENTRY
HTS

ELEVATION
VIEW

**GMP AMENDMENT
ATTACHMENT "A-4"**

12

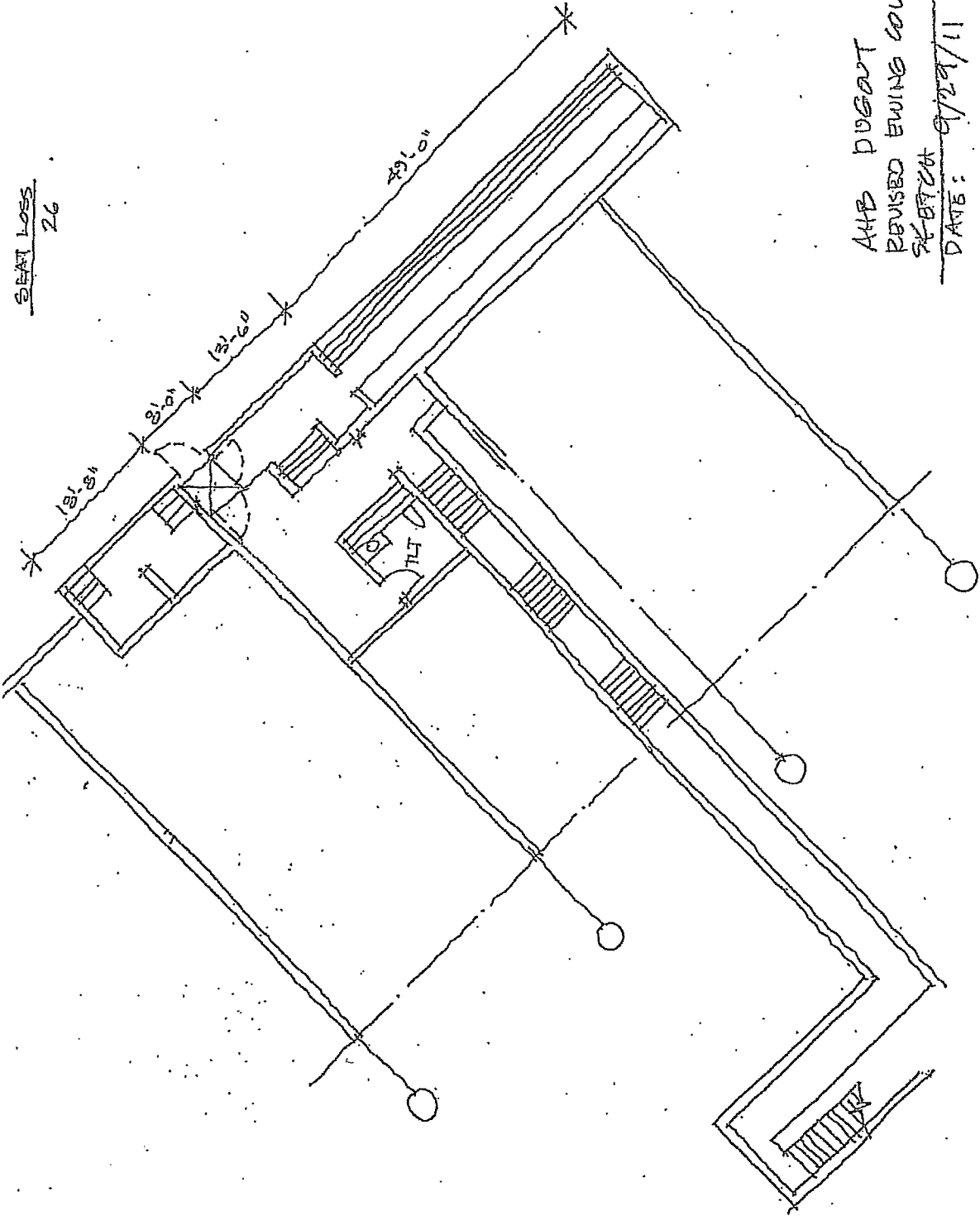
| PNC FIELD - LACKAWANNA COUNTY BALLPARK | | | | | 3/23/2012 |
|--|--|----------------|--|--|-------------|
| AHB OUTLINE SPECIFICATIONS | | | | | REV 3/26/12 |
| Space | Floor | Base | Wall | Ceiling | |
| 1ST BASE SIDE VISITING TEAM CLUBHOUSE & 3RD BASE SIDE AUX. LOCKER/JUMPIRE ROOMS | | | | | |
| Locker Room | Broadloom, spikeproof carpet (60 oz) | 4" rubber cove | Paint | 2x4 ATC | |
| Shower | 2x2 ceramic mosaic tile | 2x2 cmt cove | 3x6 glazed tile full height | Epoxy painted GWB | |
| Toilet/Grooming | 2x2 ceramic mosaic tile | 2x2 cmt cove | Epoxy paint | 2x4 ACT high humidity | |
| Mgr/Coaches Shower/Toilet | 2x2 ceramic mosaic tile | 2x2 cmt cove | 3x6 glazed tile wainscot wet wall/Epoxy paint | Epoxy painted GWB | |
| Mgr/Coaches Office | Broadloom, spikeproof carpet (60 oz) | 4" rubber cove | Paint | 2x4 ATC | |
| Training Rm (Dry area) | Athletic flooring 48"w rolls x 3/8" thk Dodge Regupol or Mondo | 4" rubber cove | Epoxy paint | 2x4 ACT high humidity | |
| Training Rm (Wet area) | 2x2 ceramic mosaic tile | 2x2 cmt | 3x6 glazed tile wainscot wet wall/Epoxy paint | 2x4 ACT high humidity | |
| Player's Lounge | Broadloom carpet with VCT along cabinets | 4" rubber cove | Epoxy paint | 2x4 ATC | |
| Laundry Rm | Sealed concrete | None | Epoxy paint | 2x4 ACT high humidity | |
| Equipment Storage | Sealed concrete | None | Epoxy paint | 2x4 ACT high humidity | |
| Batting Tunnel | Astroturf | None | Epoxy paint | None - unpainted | |
| Toilet Partitions | HDPE floor mounted, OH braced | | | | |
| Lockers | Metal - 36w x 72h | | | | |
| Countertops | Plastic Laminate/Solid Surface per Millwork Elevation drawings A6-12-1, A6-12-2 and A6-13-1 transmitted at 3/22/12 meeting | | | | |
| Cabinets | Plam MDF board | | | | |
| Lavatory Countertops | Solid Surface | | | | |
| CORRIDOR BACK-OF-HOUSE 2.19.01 | | | | | |
| All | Sealed concrete | 4" rubber | Epoxy paint | 2x4 ATC | |
| Misc Toilet Rooms/Offices | VCT | 4" rubber | Epoxy paint | 2x4 ATC | |
| CONCESSIONS | | | | | |
| All | Resinous Flooring | Integral 6" | Epoxy paint/add FRP board at prep area GWB walls only, 3x6 glazed tile on serving area back wall only | 2x4 ACT high humidity | |
| PUBLIC RESTROOMS CONCOURSE LEVEL | | | | | |
| All | Sealed concrete | None | Epoxy paint | None - unpainted | |
| Toilet Partitions | HDPE floor mounted, OH braced | | | | |
| SUITES & PARTY SUITES | | | | | |
| All | Broadloom carpet \$35/sy, Porcelain tile along cabinets \$12.50/sf | Wood | Paint - horizontal GWB reveal at side walls | 2x2 ATC (9/16 grid) and "Cloud" over harvest table | |
| Cabinets | Plastic laminate | | | | |
| Countertop | Quartz | | | | |
| Drink rail tops (Interior & Exter) | Quartz | | | | |

**GMP AMENDMENT
ATTACHMENT "A-4"**

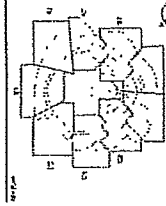
12

| PNC FIELD - LACKAWANNA COUNTY BALLPARK | | | | | 3/23/2012 |
|---|--|--------------|---|---------------------------------------|-------------|
| AHB OUTLINE SPECIFICATIONS | | | | | REV 3/26/12 |
| Space | Floor | Base | Wall | Ceiling | |
| CLUB LOUNGE | | | | | |
| Lounge Area | Stained Concrete | 4" rubber | 4x4 ceramic tile behind buffet & action station | 2x2 ATC (9/16 grid) and GWB soffit | |
| Bar | Resinous Flooring | Quarry tile | Paint | 2x2 ATC (9/16 grid) and GWB soffit | |
| Kitchen/Prep | Resinous Flooring | Integral 6" | Epoxy Paint | 2x4 ACT high humidity | |
| SUITE RESTROOMS | | | | | |
| All | 12x12 porcelian tile | 4x12 PT | 4x12 PT wet walls, paint other walls | 2x4 ACT high humidity | |
| Lavatory Countertops | Solid surface | | | | |
| Toilet Partitions | HDPE floor mounted, OH braced | | | | |
| TEAM STORE | | | | | |
| All | 50% sheet vinyl/50% broadloom carpet | 4" rubber | Paint | 2x4 ATC and GWB soffit | |
| ADMINISTRATION AREA | | | | | |
| Offices, Conf. Tickets | Broadloom carpet in offices/carpet tile in corridor & | 4" rubber | Paint | 2x2 ATC (9/16 grid) | |
| Toilets | VCT | 4" rubber | Epoxy paint | 2x2 ATC (9/16 grid) | |
| Cabinets | Plastic laminate | | | | |
| Countertop | Plastic Laminate/Solid Surface per Millwork Elevation drawings A6-12-1, A6-12-2 and A6-13-1 transmitted at 3/22/12 meeting | | | | |
| SUITE/CLUB ENTRY | | | | | |
| All | Stained concrete, carpet around lobby desk | Painted wood | Paint | 2x2 ATC (9/16 grid) | |
| COMMISSARY/MARSHALLING/SHOP/ELECTRICAL/STORAGE, ETC. | | | | | |
| All | Sealed concrete | None | Epoxy paint | None - unpainted | |
| Offices | VCT | 4" rubber | paint | 2x4 ATC | |
| COMMISSARY OFFICE AREA | | | | | |
| All | Same as admin area | 4" rubber | Paint | 2x4 ATC | |
| DAY OF GAME AREA (2.22.03) | | | | | |
| All | VCT | 4" rubber | Paint | 2x4 ATC | |
| Lockers | Metal | | | | |
| STAIRS | | | | | |
| All | Rubber landings, treads and risers, Stair in VIP lobby TBD - stained concrete? | | | | |

SEAT LOSS
26



AHB DUGOUT
REVISED EWING COVE
SKETCH
DATE: 9/29/11



| | | |
|--------|------|----|
| NO. 1 | DATE | BY |
| NO. 2 | DATE | BY |
| NO. 3 | DATE | BY |
| NO. 4 | DATE | BY |
| NO. 5 | DATE | BY |
| NO. 6 | DATE | BY |
| NO. 7 | DATE | BY |
| NO. 8 | DATE | BY |
| NO. 9 | DATE | BY |
| NO. 10 | DATE | BY |

14



SEE REFERENCE TO SHEET A7-2-1

SEE REFERENCE TO SHEET A7-2-1

SEE REFERENCE TO SHEET A7-2-1
 11-5 4'-0" x 5'-0" (SEE REFERENCE TO SHEET A7-2-1)
 11-6 4'-0" x 4'-0" (SEE REFERENCE TO SHEET A7-2-1)
 11-7 4'-0" x 4'-0" (SEE REFERENCE TO SHEET A7-2-1)

SEE REFERENCE TO SHEET A7-2-1

SEE REFERENCE TO SHEET A7-2-1
 11-8 4'-0" x 4'-0" (SEE REFERENCE TO SHEET A7-2-1)
 11-9 4'-0" x 4'-0" (SEE REFERENCE TO SHEET A7-2-1)

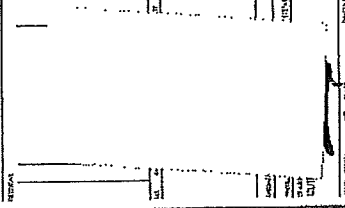
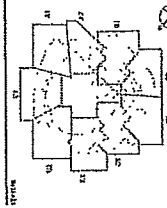
**EWING
COLE**

Professional Engineer
144 North Michigan
Chicago, Illinois 60610
Tel. 312-329-2300
Fax 312-329-2301

ARCHITECTURE
144 North Michigan
Chicago, Illinois 60610
Tel. 312-329-2300
Fax 312-329-2301

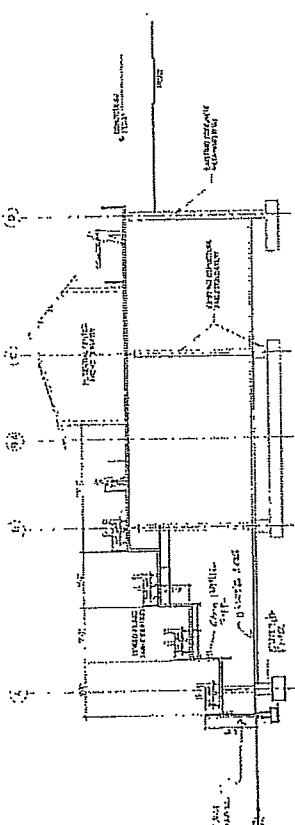
DATE: 1/11/12

**DESIGN
DEVELOPMENT**
1/11/12

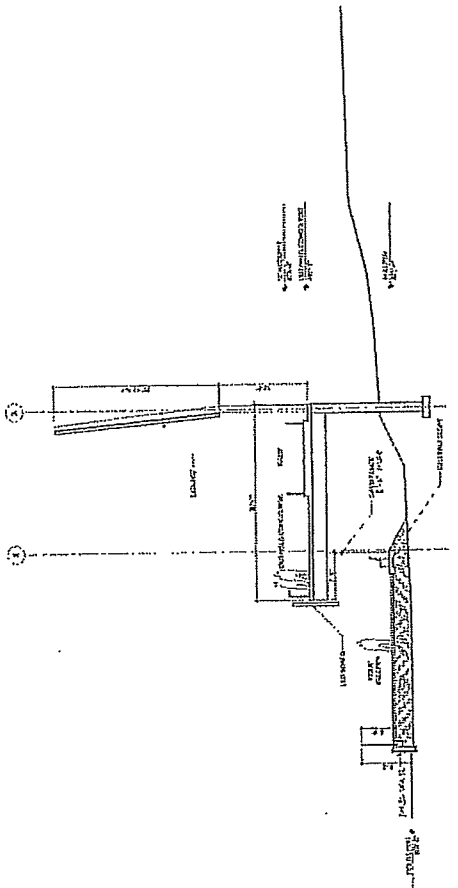


PROJECT: AT-2-2

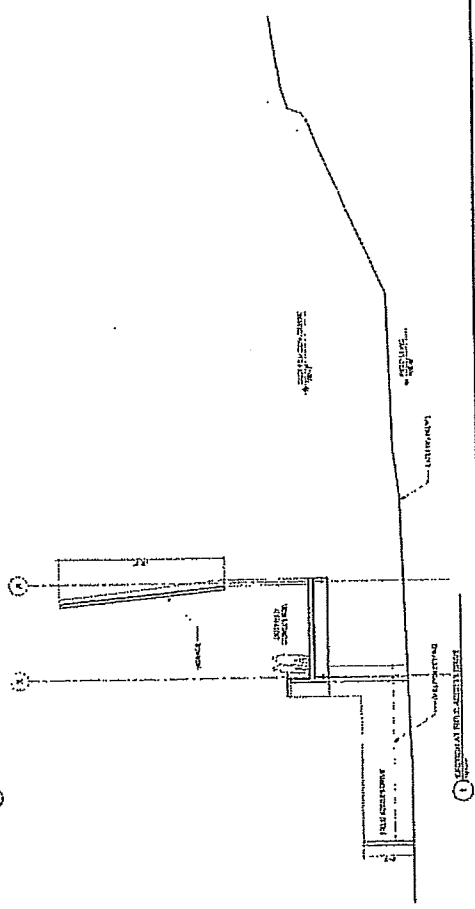
JHB: HRP: WSP
2.8.12



1 SECTION 1-1



2 SECTION 2-2



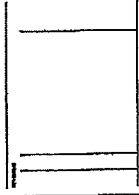
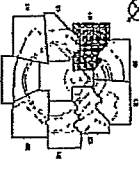
3 SECTION 3-3

EWING
COLE

Professional Engineer License No. 10000
Mechanical Engineering
Chattanooga, TN 37402-1100
Tel: 423-262-0000 Fax: 423-262-0001

Project Name: _____
Client: _____
Date: _____
Scale: _____
Drawing No: _____

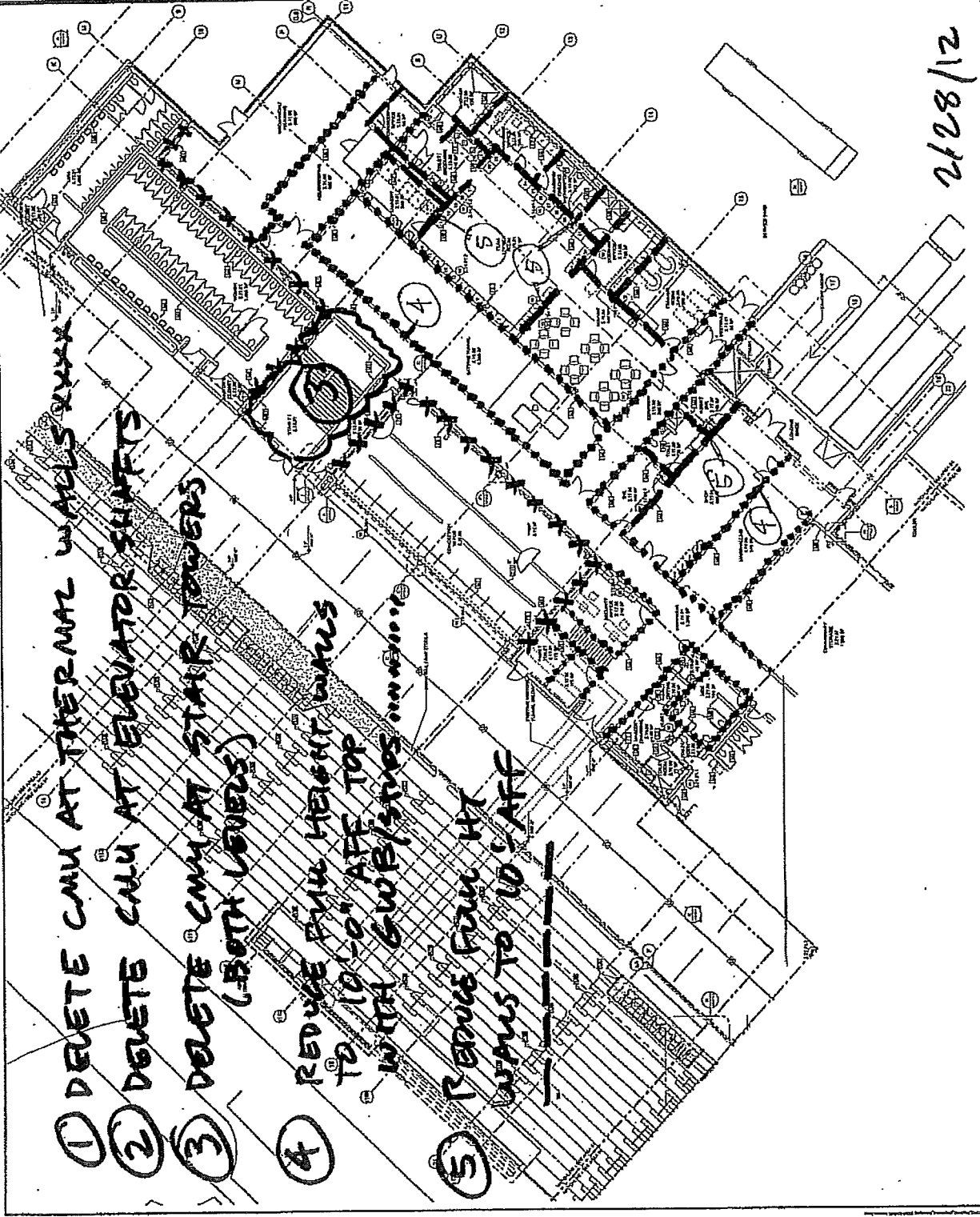
CONSTRUCTION
DOCUMENTS
2/18/12



LACKAWANNA COUNTY
STADIUM

Project Name: _____
Client: _____
Date: _____
Scale: _____
Drawing No: _____

DISCIPLINE: ARCHITECTURE
PAGE: AS-2-B1



2/28/12

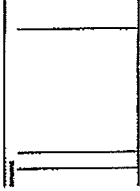
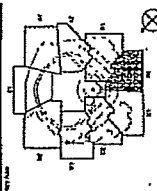
15

**EWING
COLE**

Professional Engineer
License No. 10000
Mechanical
1000 North 10th Street
Tulsa, Oklahoma 74103
Phone: 318-433-2222 Fax: 318-433-4143

Project: **LACKAWANNA COUNTY STADIUM**
Drawing No: **A3-2-B2**
Scale: **AS SHOWN**
Date: **02/28/12**
Author: **WAC**
Checker: **WAC**
Title: **MECHANICAL**

**CONSTRUCTION
DOCUMENTS
2/28/12**

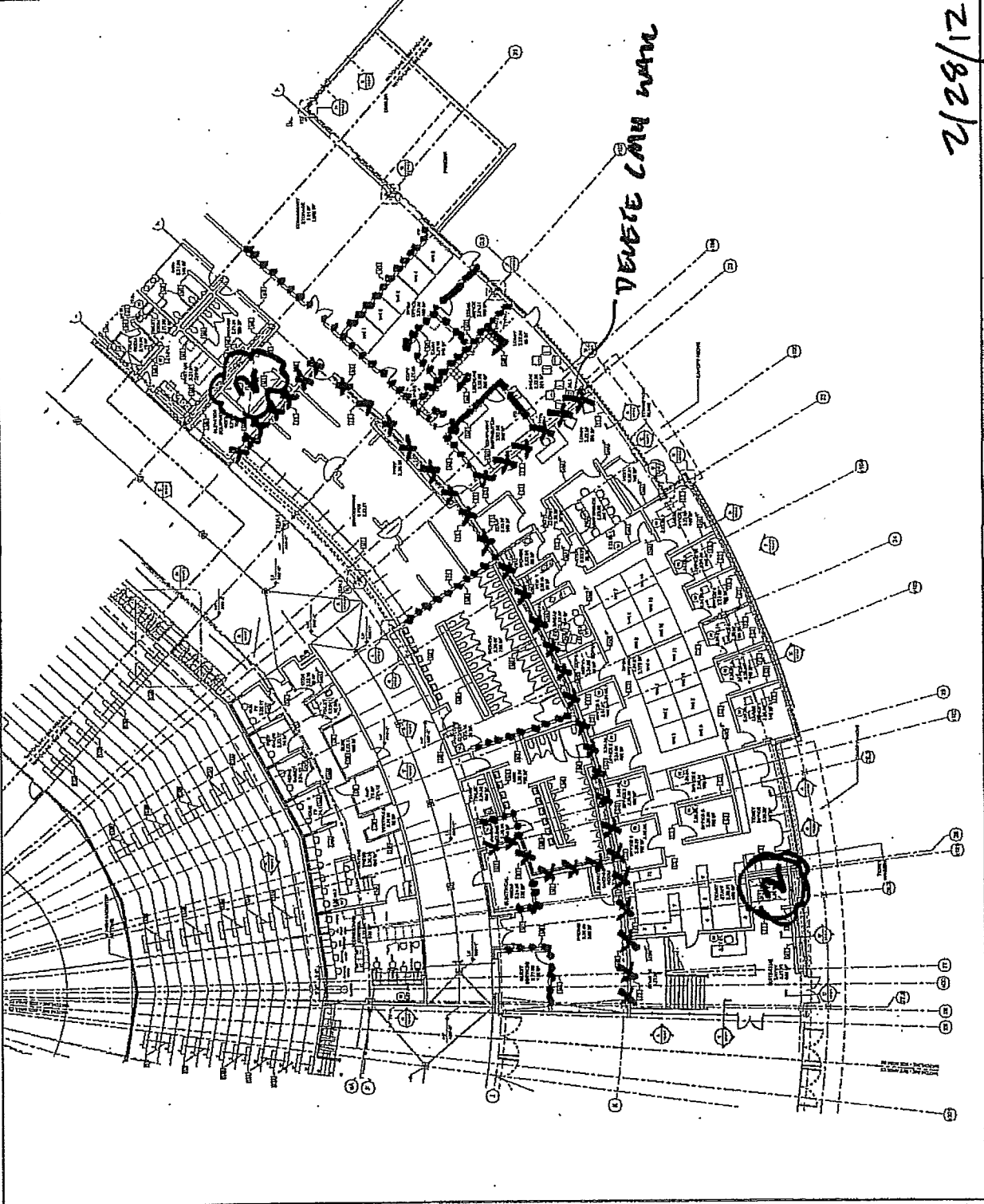


**LACKAWANNA COUNTY
STADIUM**

Project: **LACKAWANNA COUNTY STADIUM**
Drawing No: **A3-2-B2**
Scale: **AS SHOWN**
Date: **02/28/12**
Author: **WAC**
Checker: **WAC**
Title: **MECHANICAL**

2/28/12

VENTILATION UNIT



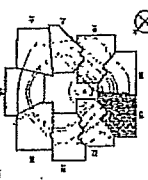
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**EWING
COLE**

Professional Engineer, License No. 1000
1000 North Main Street
Tulsa, Oklahoma 74103
Tel: 918-437-3333 Fax: 918-437-3333

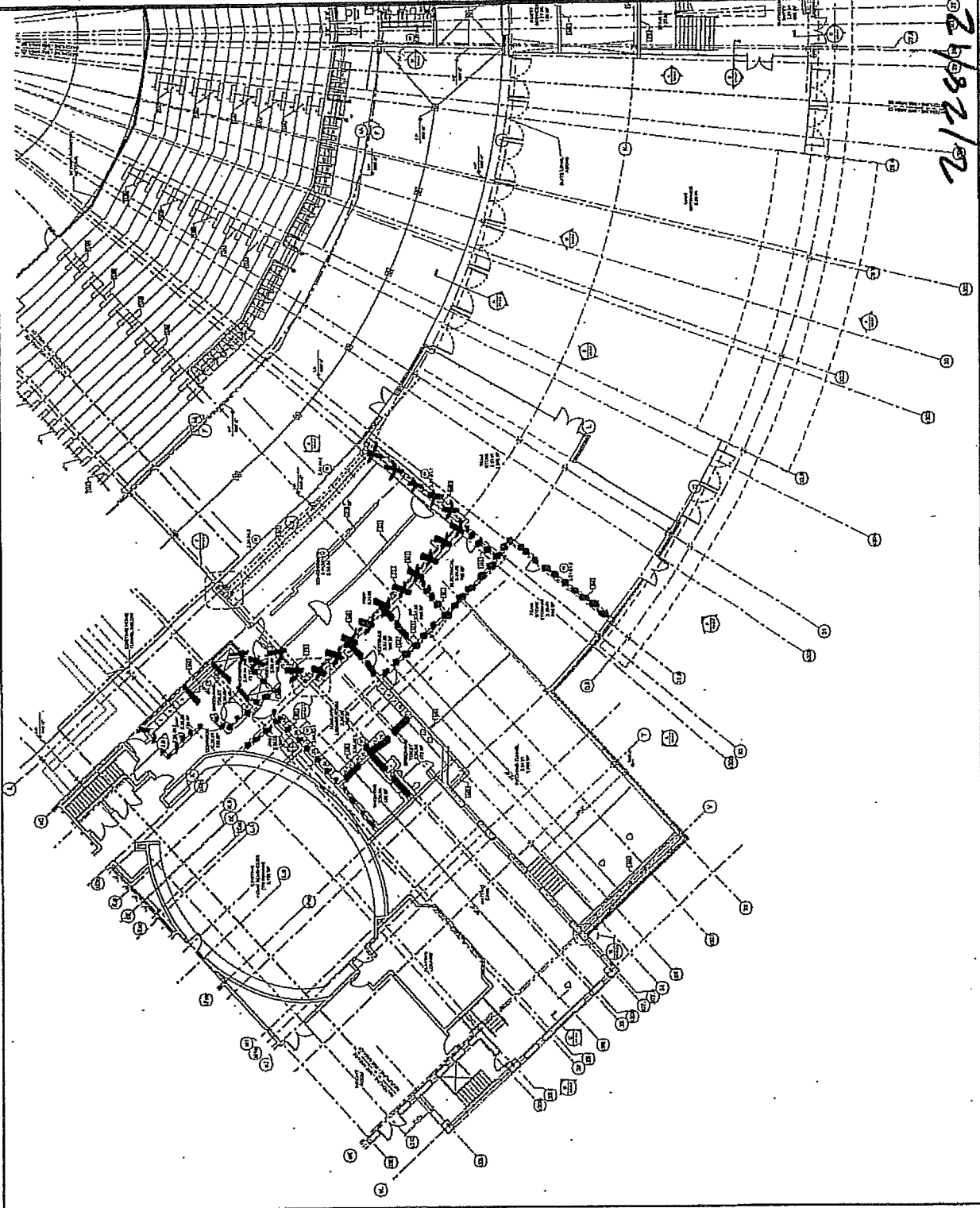
Project: LACKAWANNA COUNTY STADIUM
Drawing No: A3-2-C
Scale: AS SHOWN
Date: 12/28/12

CONSTRUCTION
DOCUMENTS
2/08/12



LACKAWANNA COUNTY
STADIUM

| | |
|-------------|------------|
| DATE | 12/28/12 |
| BY | EWING COLE |
| CHECKED BY | MARK COLE |
| APPROVED BY | MARK COLE |
| CONTOUR | CONTOUR |
| SCALE | AS SHOWN |
| SHEET NO. | A3-2-C |



2/28/12

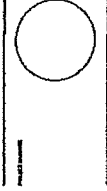
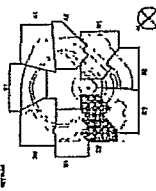
5

**EWING
COLE**

Professional Engineer
1000 North 10th Street
P.O. Box 1000
Lackawanna, PA 16850
724-334-4200 Fax 724-334-4100

Project Name: Lackawanna County Stadium
Project No.: 2008-001
Drawing No.: A3-2-C
Scale: As Shown
Date: 02/28/12

CONSTRUCTION
DOCUMENTS
2008/12

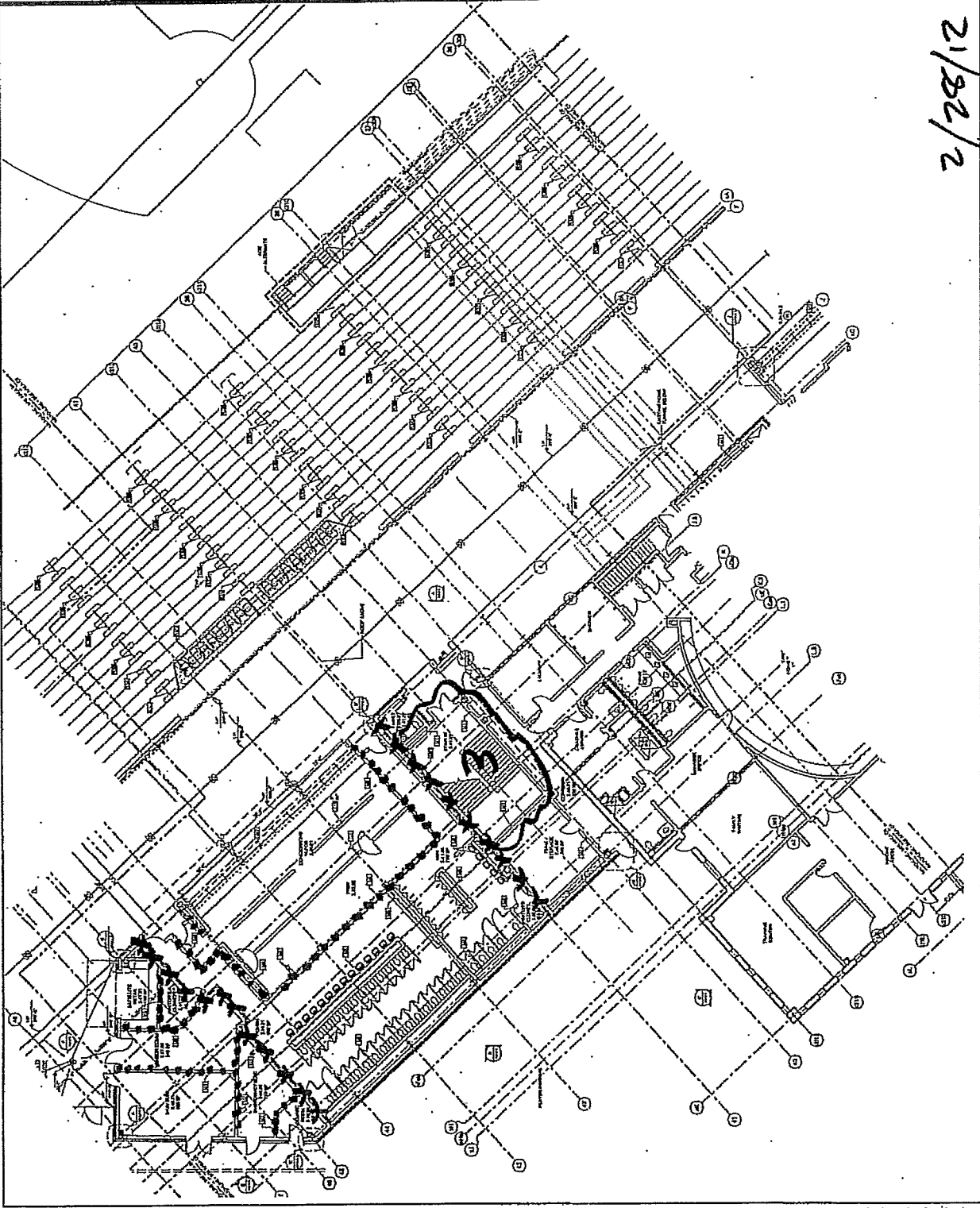


LACKAWANNA COUNTY
STADIUM

| | | | |
|----------|-----|-----|----------|
| DATE | NO. | BY | CHK'D BY |
| 02/28/12 | 001 | JAC | JAC |
| 02/28/12 | 002 | JAC | JAC |
| 02/28/12 | 003 | JAC | JAC |
| 02/28/12 | 004 | JAC | JAC |
| 02/28/12 | 005 | JAC | JAC |
| 02/28/12 | 006 | JAC | JAC |
| 02/28/12 | 007 | JAC | JAC |
| 02/28/12 | 008 | JAC | JAC |
| 02/28/12 | 009 | JAC | JAC |
| 02/28/12 | 010 | JAC | JAC |
| 02/28/12 | 011 | JAC | JAC |
| 02/28/12 | 012 | JAC | JAC |
| 02/28/12 | 013 | JAC | JAC |
| 02/28/12 | 014 | JAC | JAC |
| 02/28/12 | 015 | JAC | JAC |
| 02/28/12 | 016 | JAC | JAC |
| 02/28/12 | 017 | JAC | JAC |
| 02/28/12 | 018 | JAC | JAC |
| 02/28/12 | 019 | JAC | JAC |
| 02/28/12 | 020 | JAC | JAC |
| 02/28/12 | 021 | JAC | JAC |
| 02/28/12 | 022 | JAC | JAC |
| 02/28/12 | 023 | JAC | JAC |
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| 02/28/12 | 050 | JAC | JAC |
| 02/28/12 | 051 | JAC | JAC |
| 02/28/12 | 052 | JAC | JAC |
| 02/28/12 | 053 | JAC | JAC |
| 02/28/12 | 054 | JAC | JAC |
| 02/28/12 | 055 | JAC | JAC |
| 02/28/12 | 056 | JAC | JAC |
| 02/28/12 | 057 | JAC | JAC |
| 02/28/12 | 058 | JAC | JAC |
| 02/28/12 | 059 | JAC | JAC |
| 02/28/12 | 060 | JAC | JAC |
| 02/28/12 | 061 | JAC | JAC |
| 02/28/12 | 062 | JAC | JAC |
| 02/28/12 | 063 | JAC | JAC |
| 02/28/12 | 064 | JAC | JAC |
| 02/28/12 | 065 | JAC | JAC |
| 02/28/12 | 066 | JAC | JAC |
| 02/28/12 | 067 | JAC | JAC |
| 02/28/12 | 068 | JAC | JAC |
| 02/28/12 | 069 | JAC | JAC |
| 02/28/12 | 070 | JAC | JAC |
| 02/28/12 | 071 | JAC | JAC |
| 02/28/12 | 072 | JAC | JAC |
| 02/28/12 | 073 | JAC | JAC |
| 02/28/12 | 074 | JAC | JAC |
| 02/28/12 | 075 | JAC | JAC |
| 02/28/12 | 076 | JAC | JAC |
| 02/28/12 | 077 | JAC | JAC |
| 02/28/12 | 078 | JAC | JAC |
| 02/28/12 | 079 | JAC | JAC |
| 02/28/12 | 080 | JAC | JAC |
| 02/28/12 | 081 | JAC | JAC |
| 02/28/12 | 082 | JAC | JAC |
| 02/28/12 | 083 | JAC | JAC |
| 02/28/12 | 084 | JAC | JAC |
| 02/28/12 | 085 | JAC | JAC |
| 02/28/12 | 086 | JAC | JAC |
| 02/28/12 | 087 | JAC | JAC |
| 02/28/12 | 088 | JAC | JAC |
| 02/28/12 | 089 | JAC | JAC |
| 02/28/12 | 090 | JAC | JAC |
| 02/28/12 | 091 | JAC | JAC |
| 02/28/12 | 092 | JAC | JAC |
| 02/28/12 | 093 | JAC | JAC |
| 02/28/12 | 094 | JAC | JAC |
| 02/28/12 | 095 | JAC | JAC |
| 02/28/12 | 096 | JAC | JAC |
| 02/28/12 | 097 | JAC | JAC |
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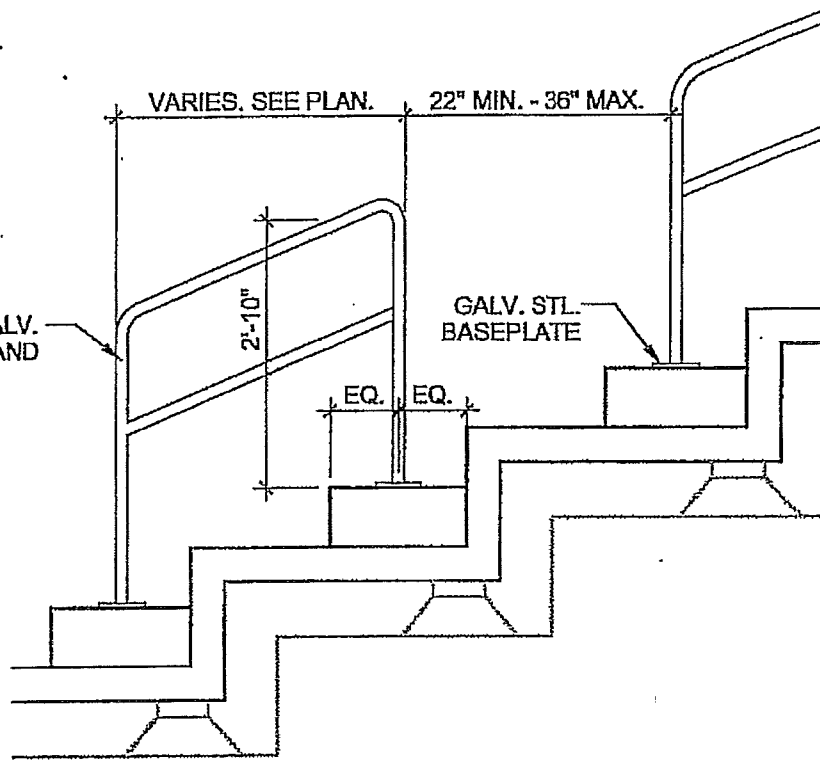
2/28/12

15



ALVIN H. BUTZ, INC.
Route 309 North Of Route 22
P.O. Box 509
ALLENTOWN, PENNSYLVANIA 18105-0509
(610) 395-6871

JOB LCS
SHEET NO. _____
CALCULATED BY _____ DATE 1/16
CHECKED BY _____ DATE _____
SCALE _____



J R3A - 2 POST CENTER AISLE HANDRAIL
1/2" = 1'-0"

ALVIN H. BUTZ, INC.
Route 309 North Of Route 22
P.O. Box 509
ALLENTOWN, PENNSYLVANIA 18105-0509
(610) 395-6871

JOB LC5

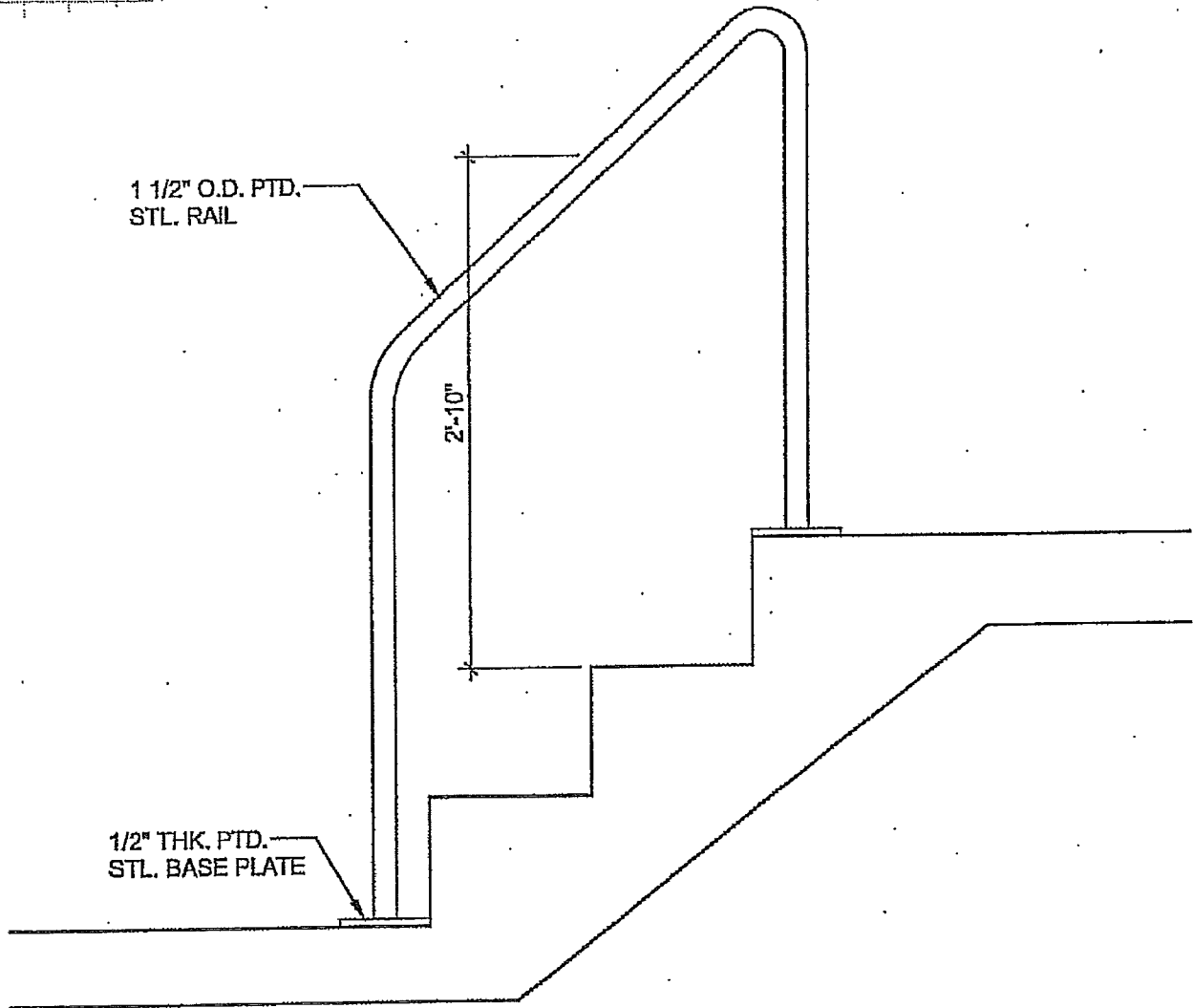
SHEET NO. _____

CALCULATED BY _____ DATE 2/7/12

CHECKED BY _____ DATE _____

SCALE _____

10

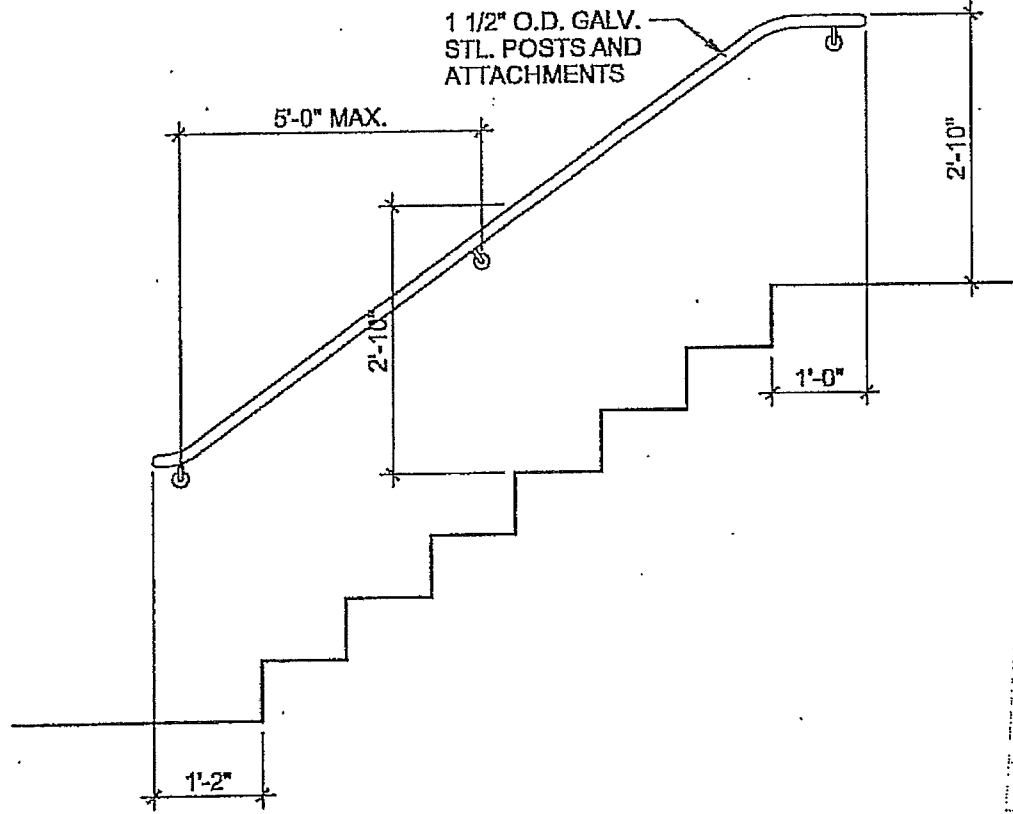


SINGLE LINE

M R3K - ~~STEP~~ HANDRAIL
1" = 1'-0"

ALVIN H. BUTZ, INC.
Route 309 North Of Route 22
P.O. Box 509
ALLENTOWN, PENNSYLVANIA 18105-0509
(610) 395-6871

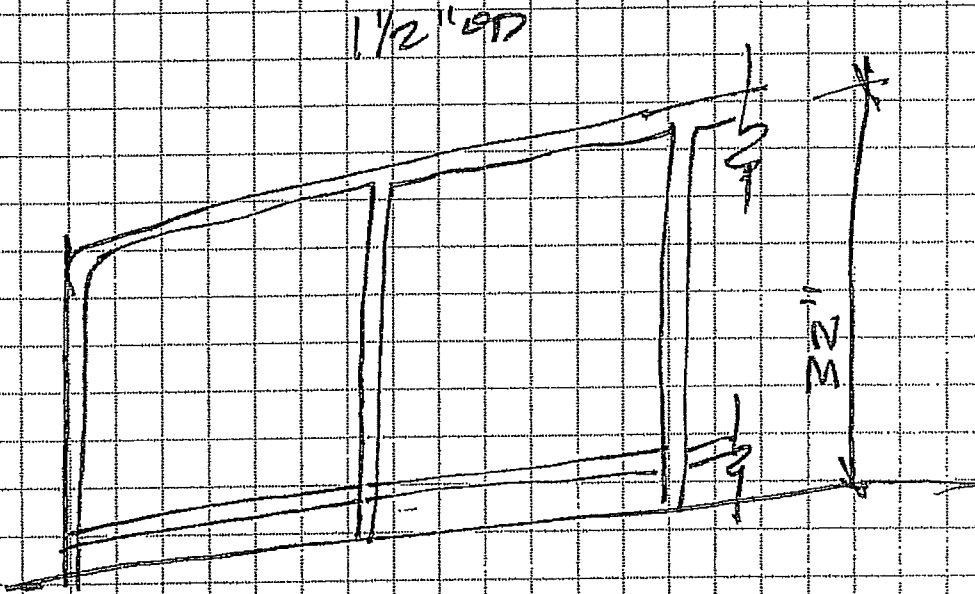
JOB _____
SHEET NO. LCS
CALCULATED BY _____ DATE 2/7/12
CHECKED BY _____ DATE 16
SCALE _____



K R3M - SIDE WALL MOUNTED HANDRAIL
1/2" = 1'-0"

ALVIN H. BUTZ, INC.
Route 309 North Of Route 22
P.O. Box 509
ALLENTOWN, PENNSYLVANIA 18105-0509
(610) 395-6871

JOB VCS
SHEET NO. _____ OF _____
CALCULATED BY _____ DATE 2/7/12
CHECKED BY _____ DATE 16
SCALE _____

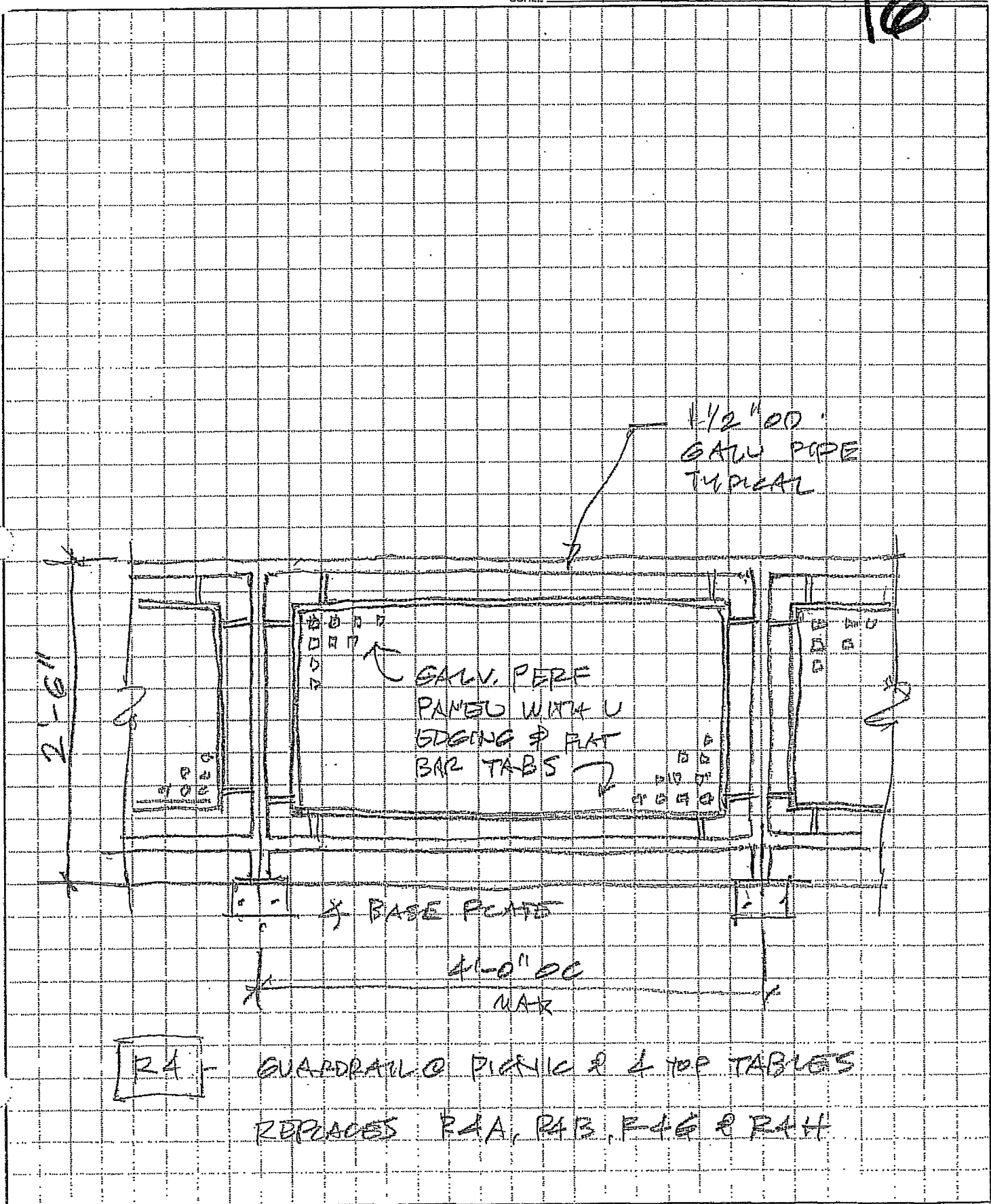


R3R RAMP RAIL

ALVIN H. BUTZ, INC.
 Route 309 North Of Route 22
 P.O. Box 509
 ALLENTOWN, PENNSYLVANIA 18105-0509
 (610) 395-6871

JOB VCS
 SHEET NO. _____
 CALCULATED BY _____ DATE _____
 CHECKED BY _____ DATE 2/7/12
 SCALE 1" = 1'0"

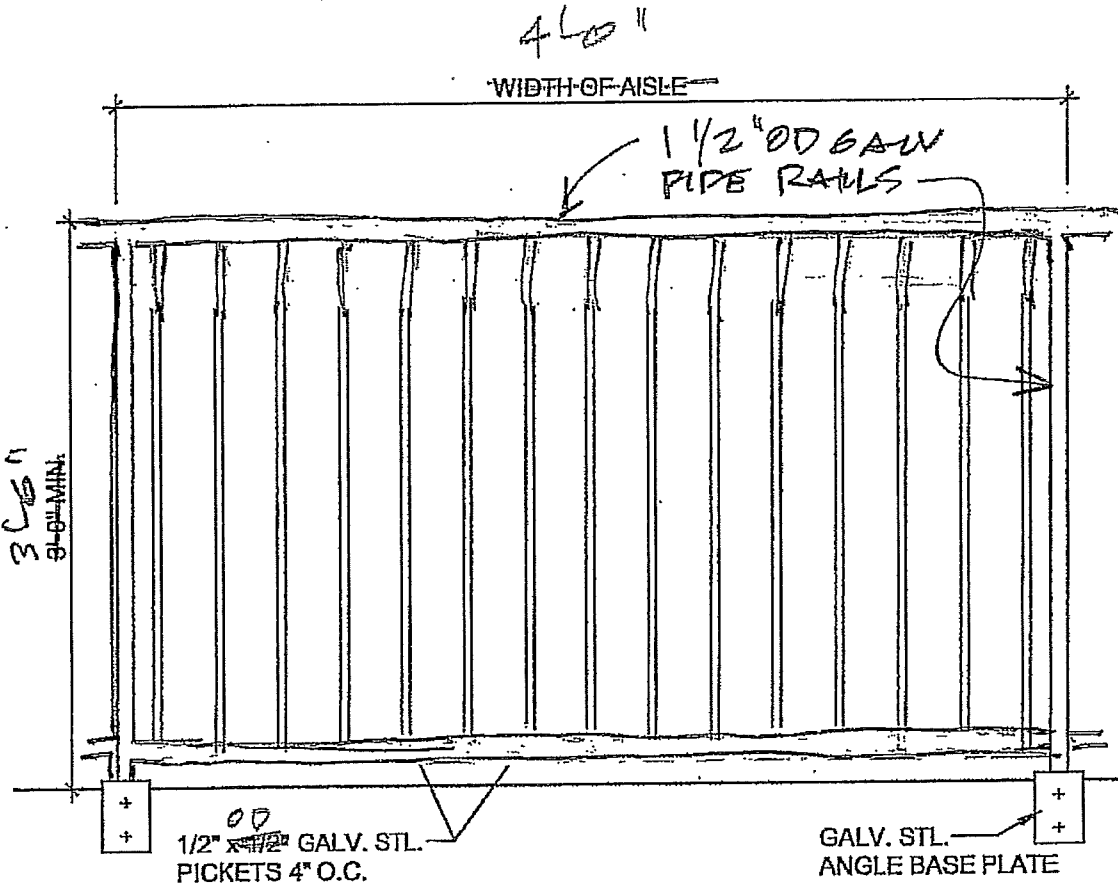
10



ALVIN H. BUTZ, INC.
Route 309 North Of Route 22
P.O. Box 509
ALLENTOWN, PENNSYLVANIA 18105-0509
(610) 395-6871

JOB UG
SHEET NO. _____
CALCULATED BY _____ DATE 2/7/12
CHECKED BY _____ DATE _____
SCALE _____

16



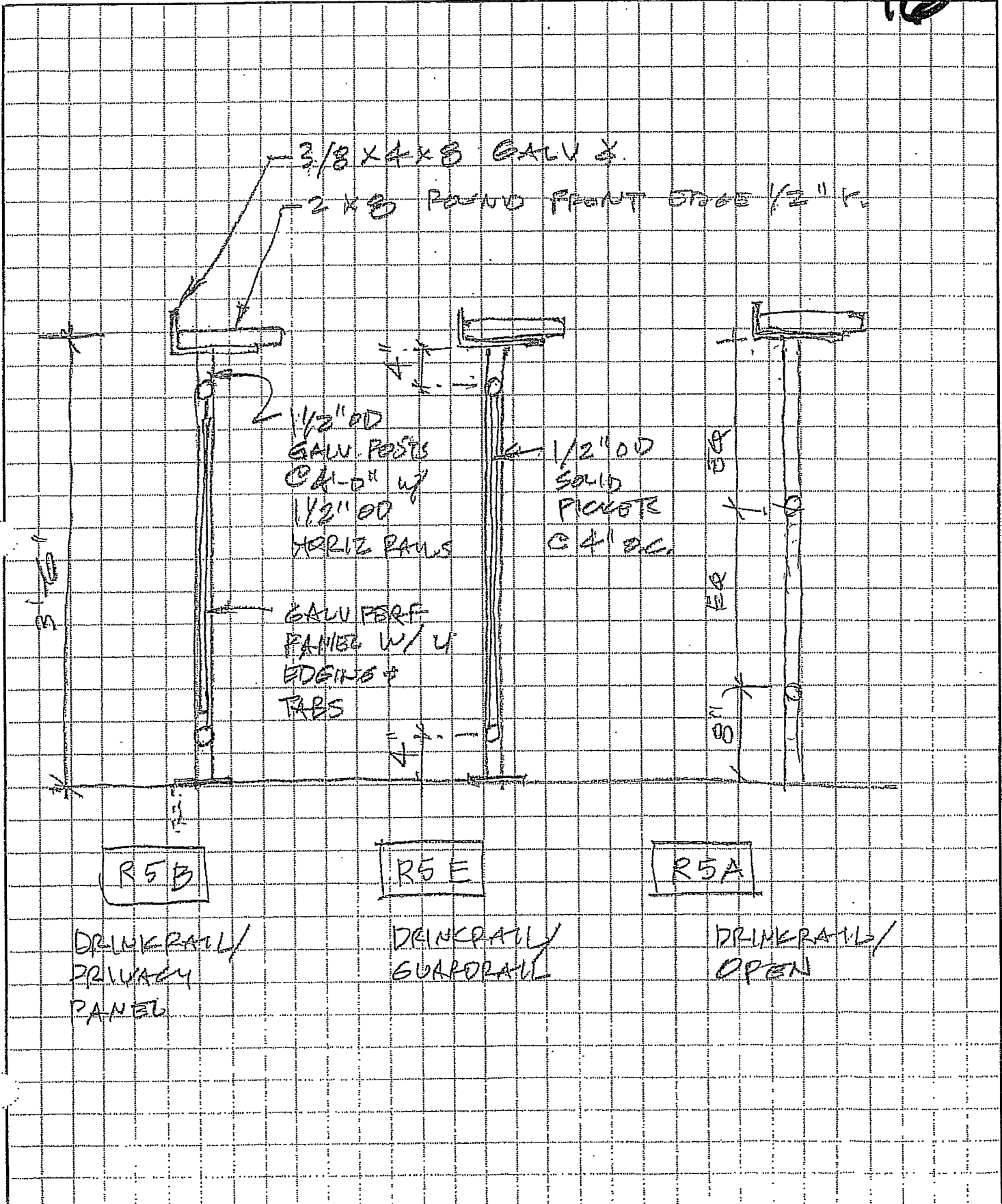
TYPICAL

Q R4C - GUARD RAIL AT PICNIC TIER AISLES
1" = 1'-0"

ALVIN H. BUTZ, INC.
 Route 309 North Of Route 22
 P.O. Box 509
 ALLENTOWN, PENNSYLVANIA 18105-0509
 (610) 395-6871

JOB LCS
 SHEET NO. _____
 CALCULATED BY _____ DATE 2/7/12
 CHECKED BY _____ DATE _____
 SCALE _____

16



ALVIN H. BUTZ, INC.
Route 309 North Of Route 22
P.O. Box 509
ALLENTOWN, PENNSYLVANIA 18105-0509
(610) 395-6871

JOB LCS

SHEET NO. _____

CALCULATED BY _____

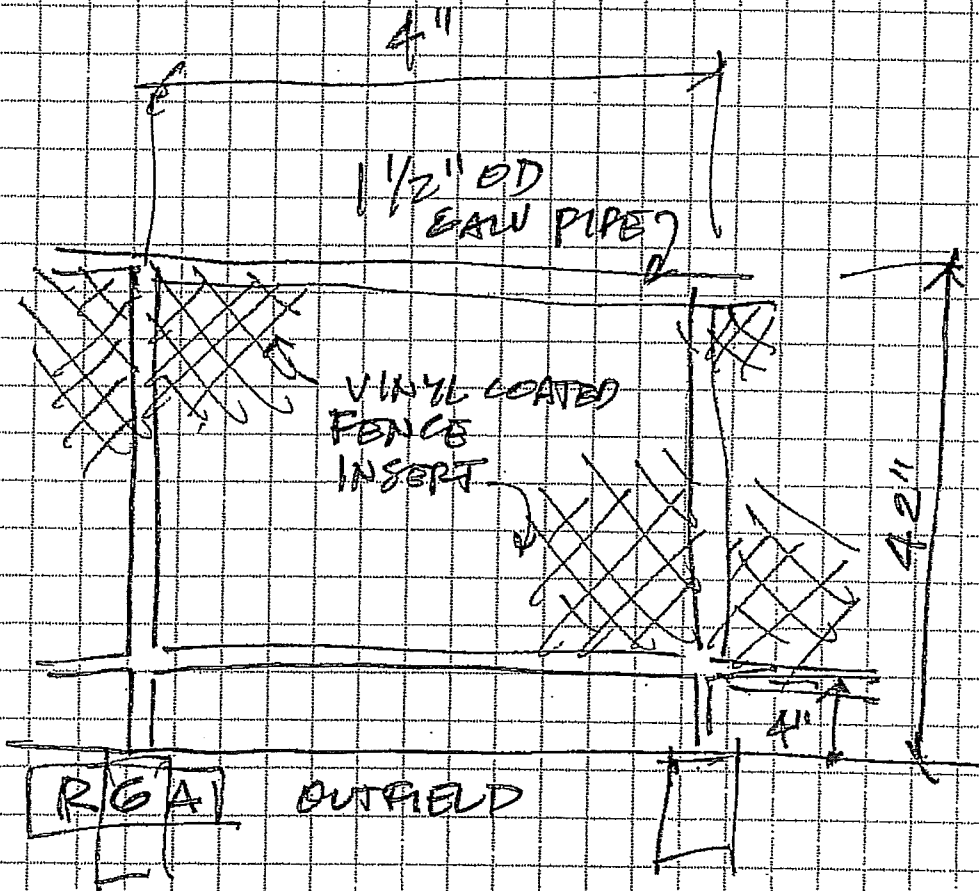
CHECKED BY _____

DATE 2/7/13

DATE _____

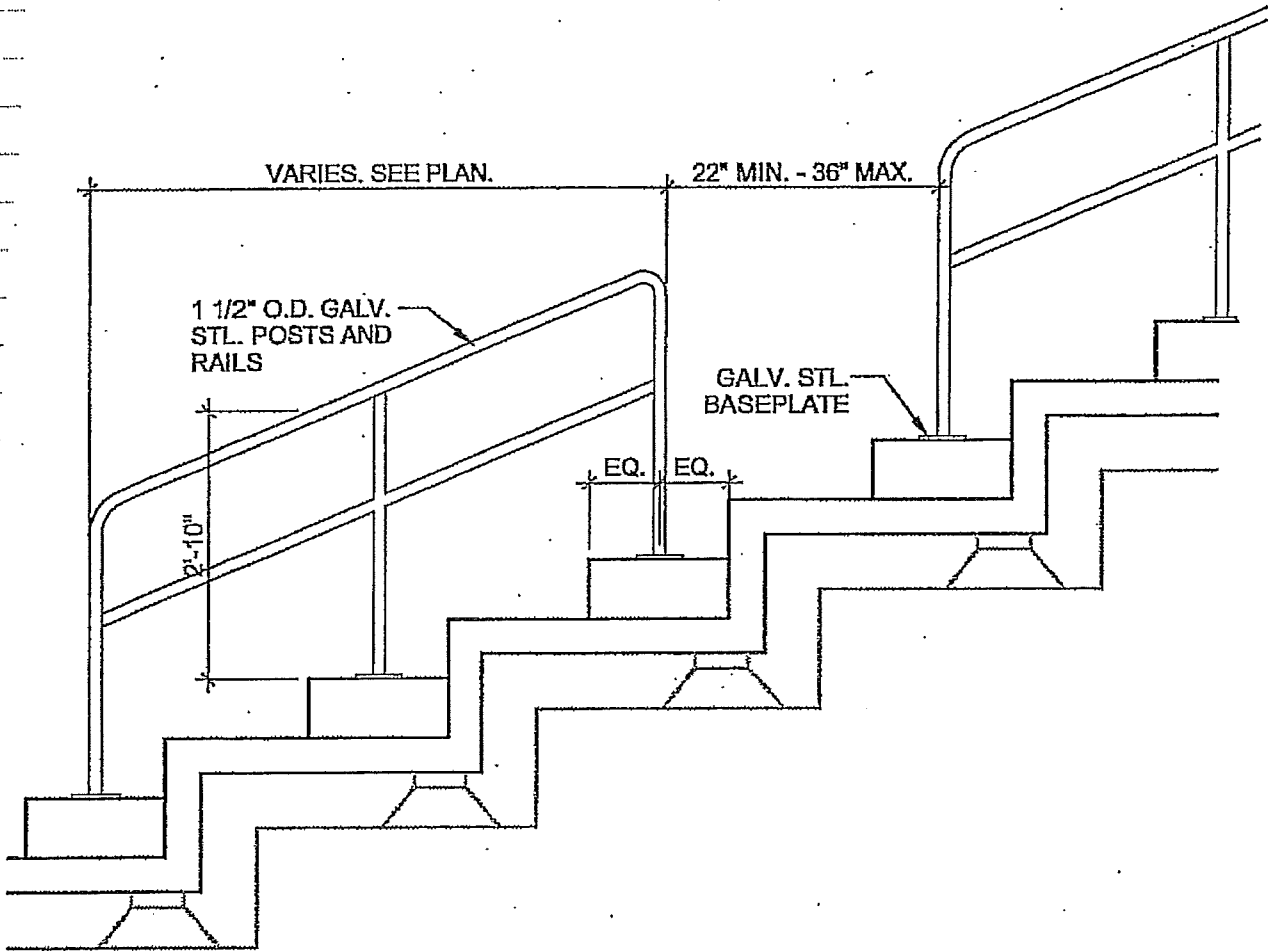
SCALE _____

16

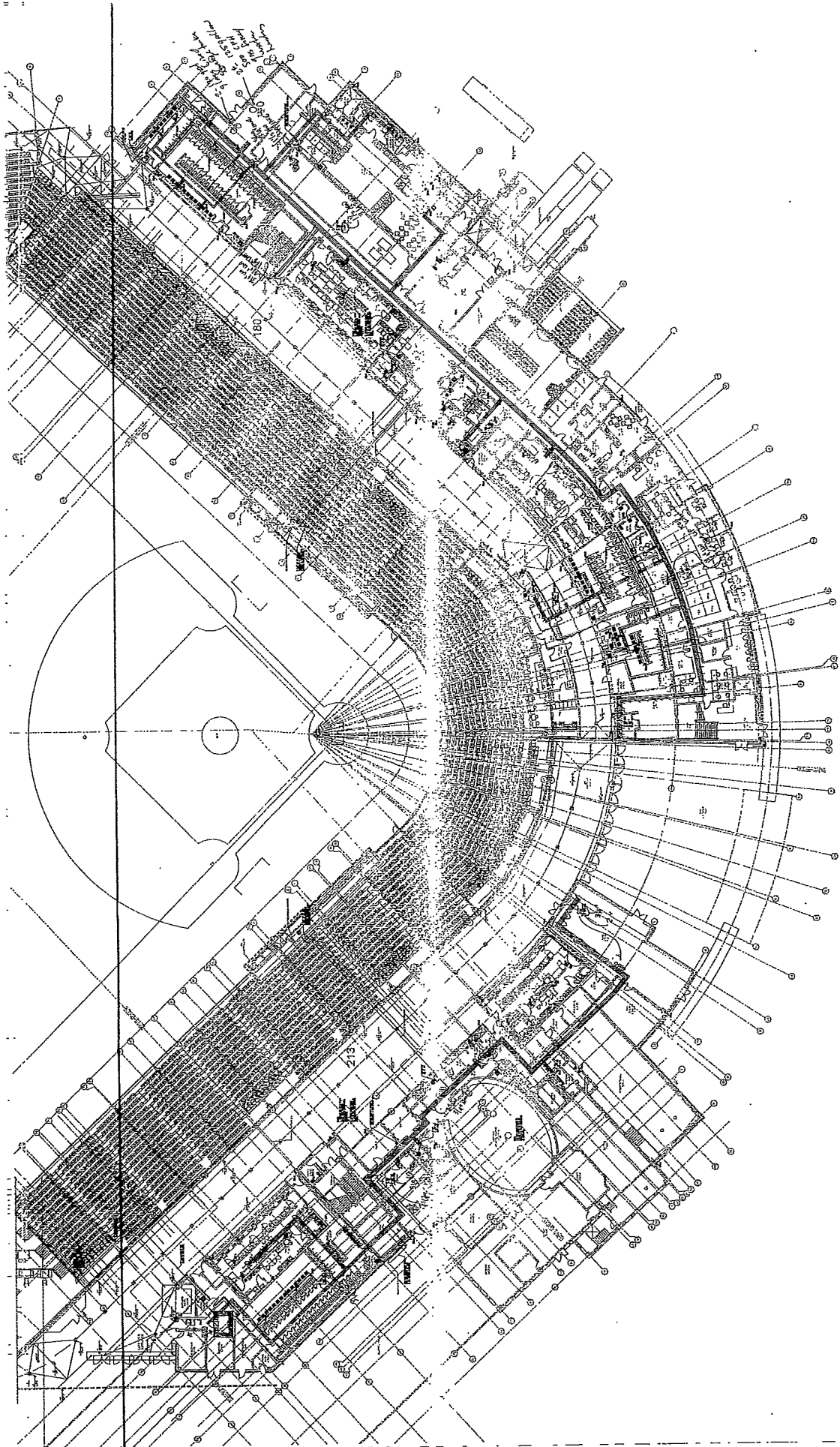


ALVIN H. BUTZ, INC.
Route 309 North Of Route 22
P.O. Box 509
ALLENTOWN, PENNSYLVANIA 18105-0509
(610) 395-6871

JOB LCS
SHEET NO. _____
CALCULATED BY _____ DATE 2/7/12
CHECKED BY _____ DATE 10
SCALE _____

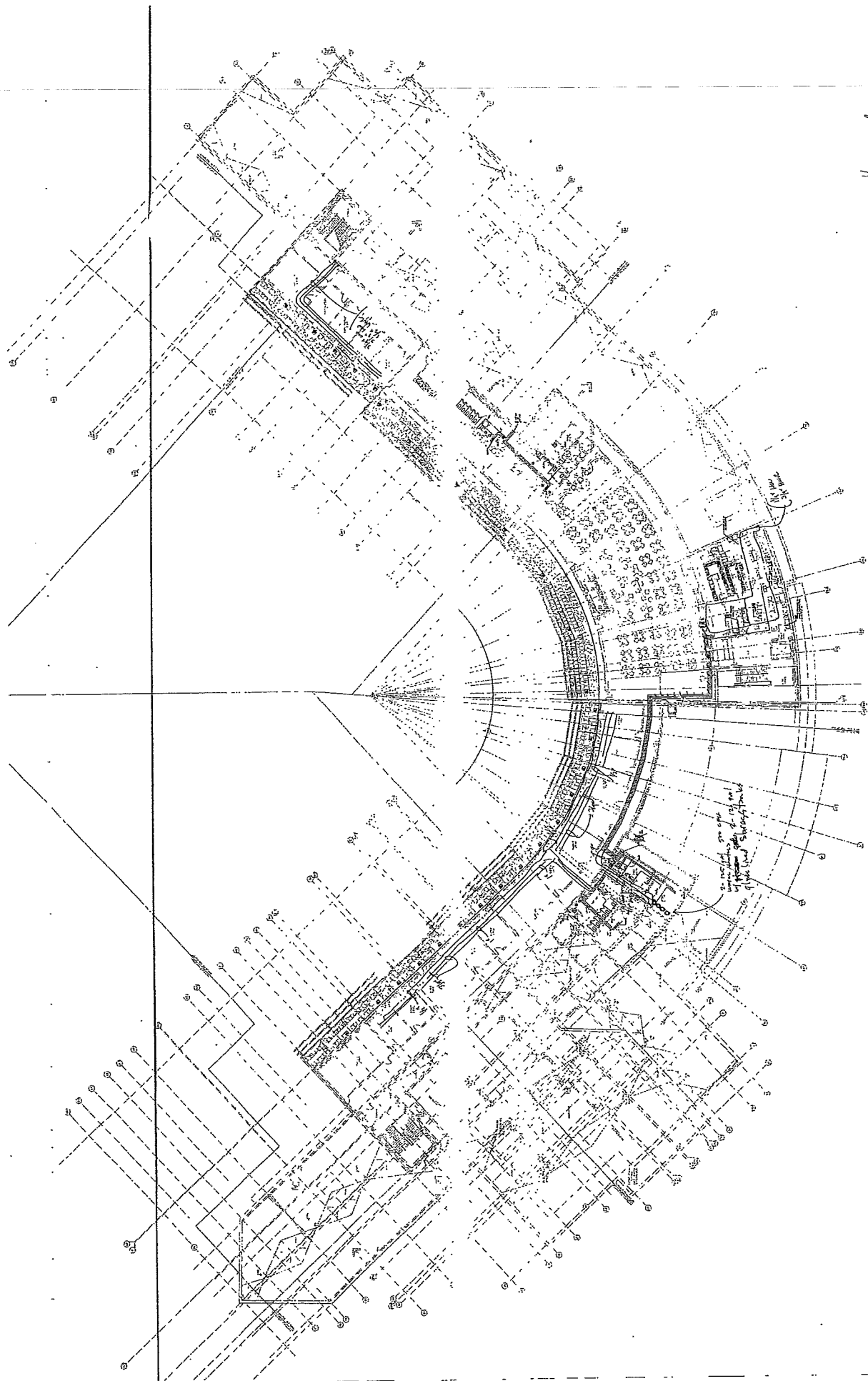


H R3B - 3 POST CENTER AISLE HANDRAIL
1/2" = 1'-0"



1/16" Scale
3-6-17
Walter H. H. H. H.

244 001

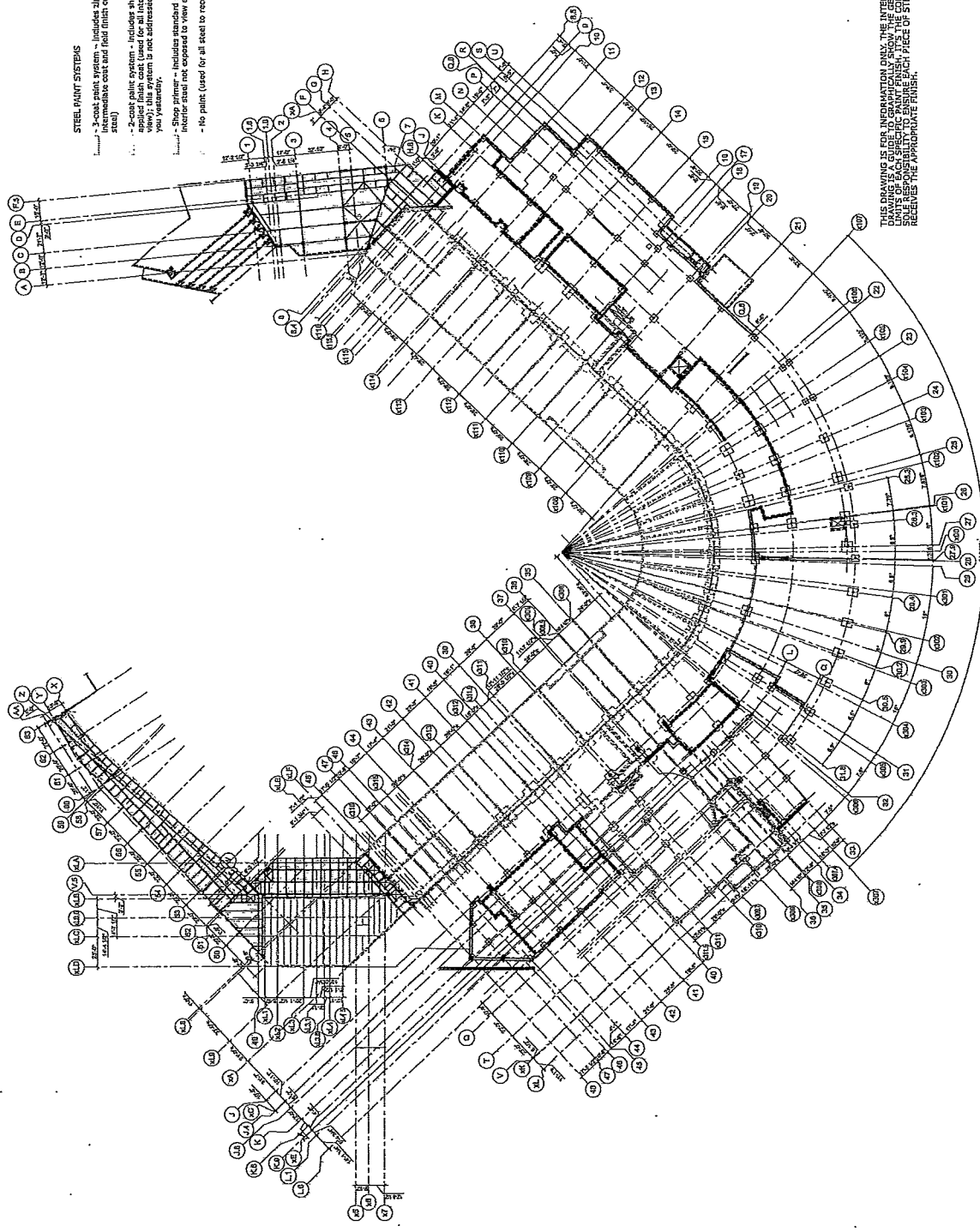


116 J.C. Cole
5-6-12
correct location of 116

See page 101 of
plans for details

STEEL PAINT SYSTEMS

- 3-coat paint system - Includes zinc-rich shop primer, shop primer, and epoxy paint (see finish coat) (used for all exterior steel)
- 2-coat paint system - Includes shop primer and field applied finish coat (used for all interior steel exposed to view)
- Shop primer - Includes standard shop primer (used for all interior steel not exposed to view and hot spray (reproduced) - No paint (used for all steel to receive epoxy (reproofing))

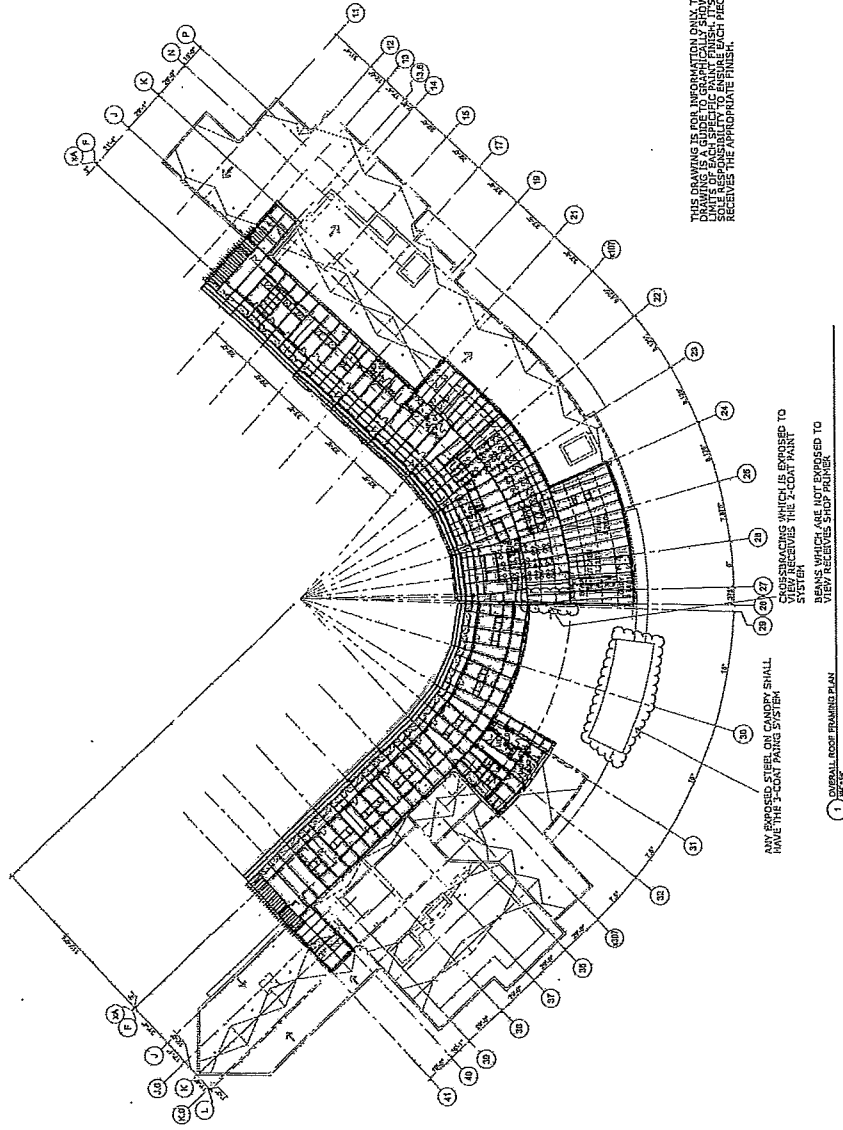


THIS DRAWING IS FOR INFORMATION ONLY. THE INTENT OF THIS DRAWING IS TO SHOW THE GENERAL LAYOUT OF THE STRUCTURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXACT LOCATION AND DIMENSIONS OF EACH PIECE OF STEEL BEFORE THE FABRICATOR'S FABRICATION.

1. GENERAL MAIN CONCOURSE AND FOUNDATION PLAN

STEEL PAINT SYSTEMS

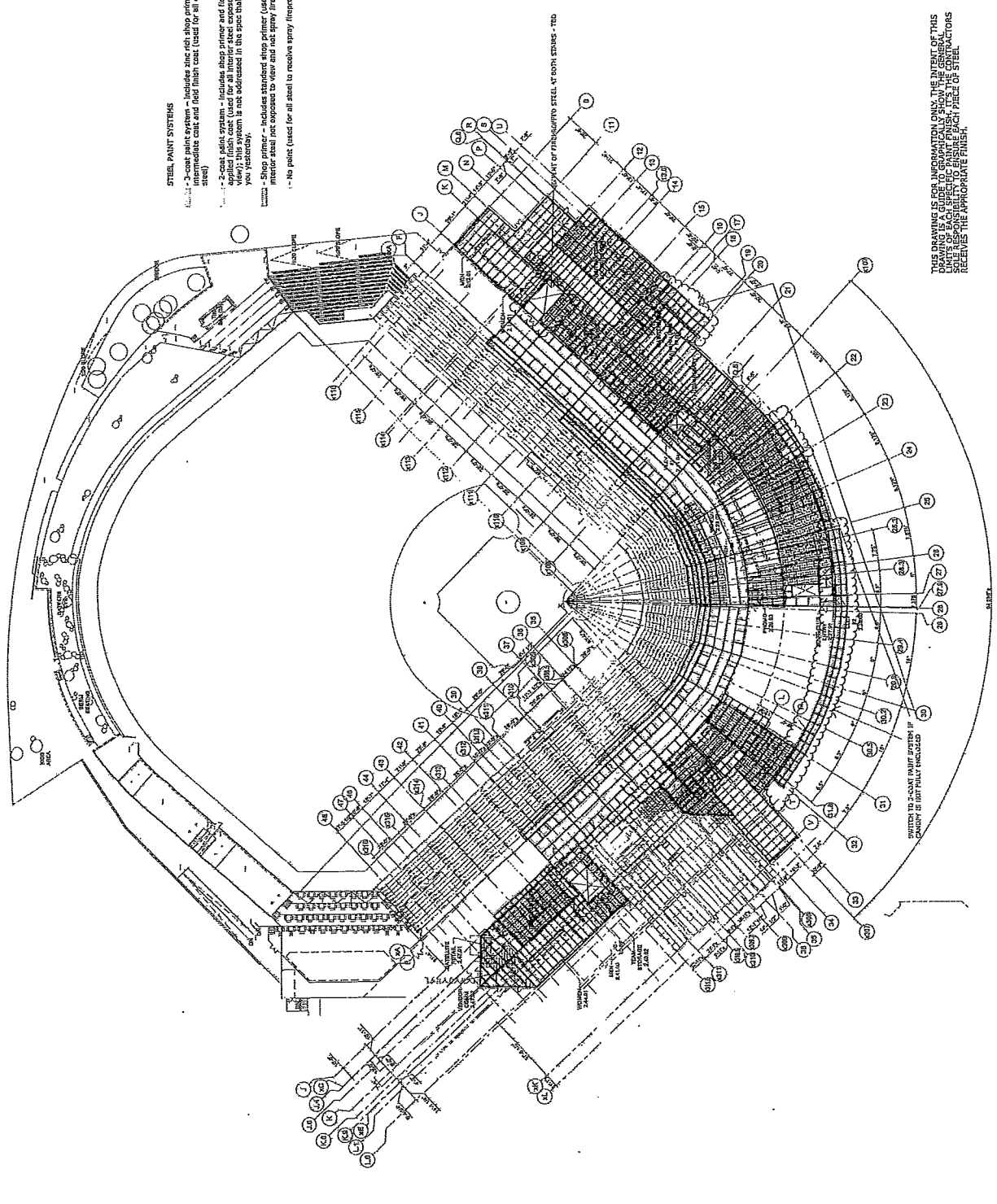
- 3-coat paint system - Includes zinc shop primer, shop intermediate coat and field finish coat (used for all exterior steel)
- 2-coat paint system - Includes shop primer and field finish coat (used for all interior steel not exposed to view); this system is not addressed in the spec that I sent you yesterday.
- Shop primer - Includes standard shop primer (used for all interior steel not exposed to view and not spray/froproofed)
- No paint (used for all steel to receive spray/froproofing)



THIS DRAWING IS FOR INFORMATION ONLY. THE INTENT OF THIS DRAWING IS TO GRAPHICALLY SHOW THE GENERAL SCOPE OF THE WORK AND TO PROVIDE A GENERAL IDEA OF THE CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXACT DIMENSIONS AND RECEIVING THE APPROPRIATE FINISH.

ANY EXPOSED STEEL OR CANOPY SHALL HAVE THE 3-COAT PAINT SYSTEM
 BEAMS WHICH ARE NOT EXPOSED TO VIEW RECEIVE SHOP PRIMER

1. CURVE CANOPY FRAMING PLAN

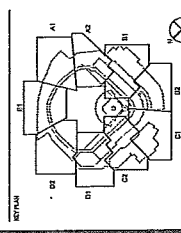


STEEL PAINT SYSTEMS

- 3-coat paint system - includes zinc rich shop primer, shop primer, intermediate coat and field finish coat (used for all exterior steel)
- 2-coat paint system - includes zinc rich primer and field finish coat (used for all interior steel exposed to view); this system is not addressed in the space that I sent you yesterday.
- Shop primer - includes standard shop primer (used for all interior steel not exposed to view and not spray finished)
- No paint (used for all steel to receive spray finishing)

THIS DRAWING IS FOR INFORMATION ONLY. THE INTENT OF THIS DRAWING IS A GUIDE TO GRAPHICALLY SHOW THE GENERAL SCOPE AND RESPONSIBILITY OF BRACE FUNCTIONS RECEIVES THE APPROPRIATE FINISH.

1
OVERALL ROOF DRAWING PLAN



PROJECT NUMBER



PROJECT NAME

DATE

BY

DESCRIPTION

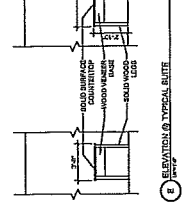
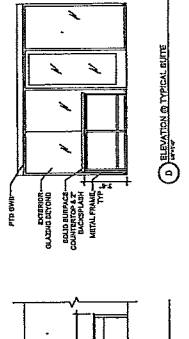
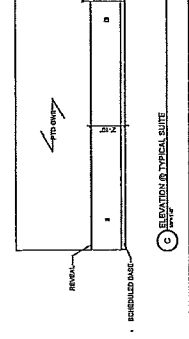
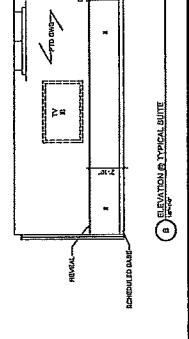
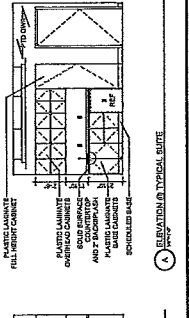
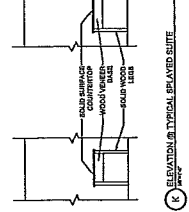
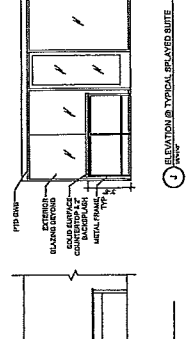
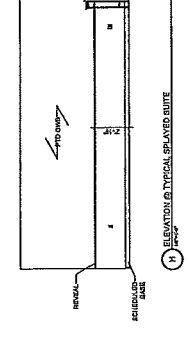
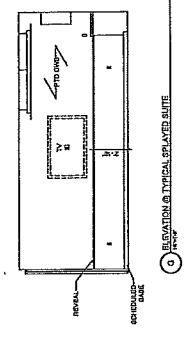
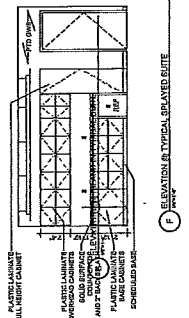
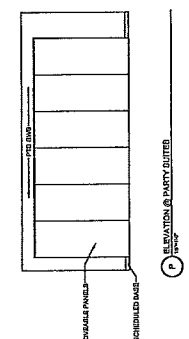
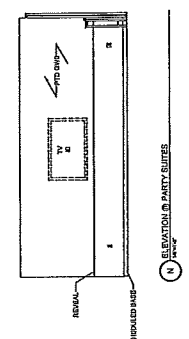
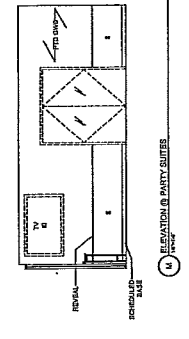
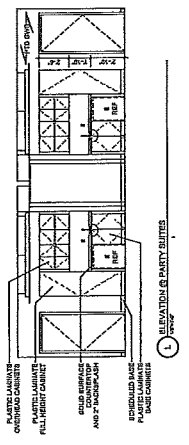
DATE

233 Maple Street, P.O. Box 1007
 Williamsport, PA 17751

PROJECT NO. A6-13-1

PROJECT NAME LACKAWANNA COUNTY STADIUM

PROJECT NO. A6-13-1

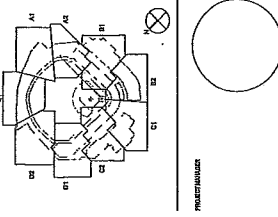


EWING COLE

Federal Reserve Bank Building
 Philadelphia, PA 19106-1999
 Tel: 215-923-3000 Fax: 215-574-9163

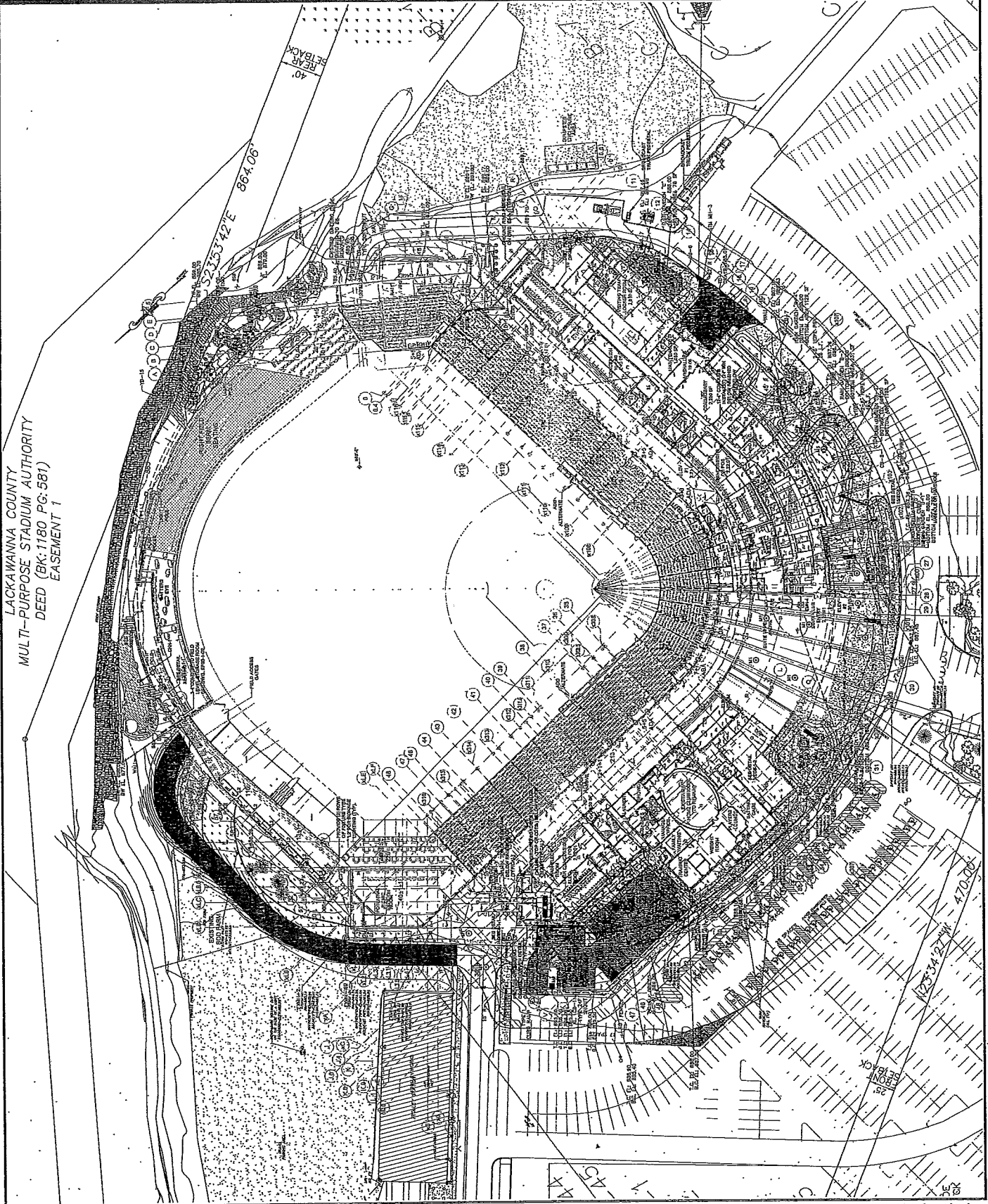
Project: LACKAWANNA COUNTY STADIUM
 Client: LACKAWANNA COUNTY
 Engineer: Ewing Cole
 Date: 01/11/07

1. FOR ELECTRICAL SYMBOLS, WIRING METHODS AND ABBREVIATIONS, REFER TO CONVENTIONS.
2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.
3. FOR LACKAWANNA COUNTY, REFER TO LACKAWANNA COUNTY CODES 19-21, 19-22, 19-23, 19-24, 19-25, 19-26, 19-27, 19-28, 19-29, 19-30, 19-31, 19-32, 19-33, 19-34, 19-35, 19-36, 19-37, 19-38, 19-39, 19-40, 19-41, 19-42, 19-43, 19-44, 19-45, 19-46, 19-47, 19-48, 19-49, 19-50, 19-51, 19-52, 19-53, 19-54, 19-55, 19-56, 19-57, 19-58, 19-59, 19-60, 19-61, 19-62, 19-63, 19-64, 19-65, 19-66, 19-67, 19-68, 19-69, 19-70, 19-71, 19-72, 19-73, 19-74, 19-75, 19-76, 19-77, 19-78, 19-79, 19-80, 19-81, 19-82, 19-83, 19-84, 19-85, 19-86, 19-87, 19-88, 19-89, 19-90, 19-91, 19-92, 19-93, 19-94, 19-95, 19-96, 19-97, 19-98, 19-99, 19-100.
4. REFER TO THE ARCHITECT'S DRAWINGS FOR THE LOCATION AND ELEVATION OF ALL ELECTRICAL WORK. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.
5. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.
6. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.
7. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.
8. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.
9. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.
10. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.

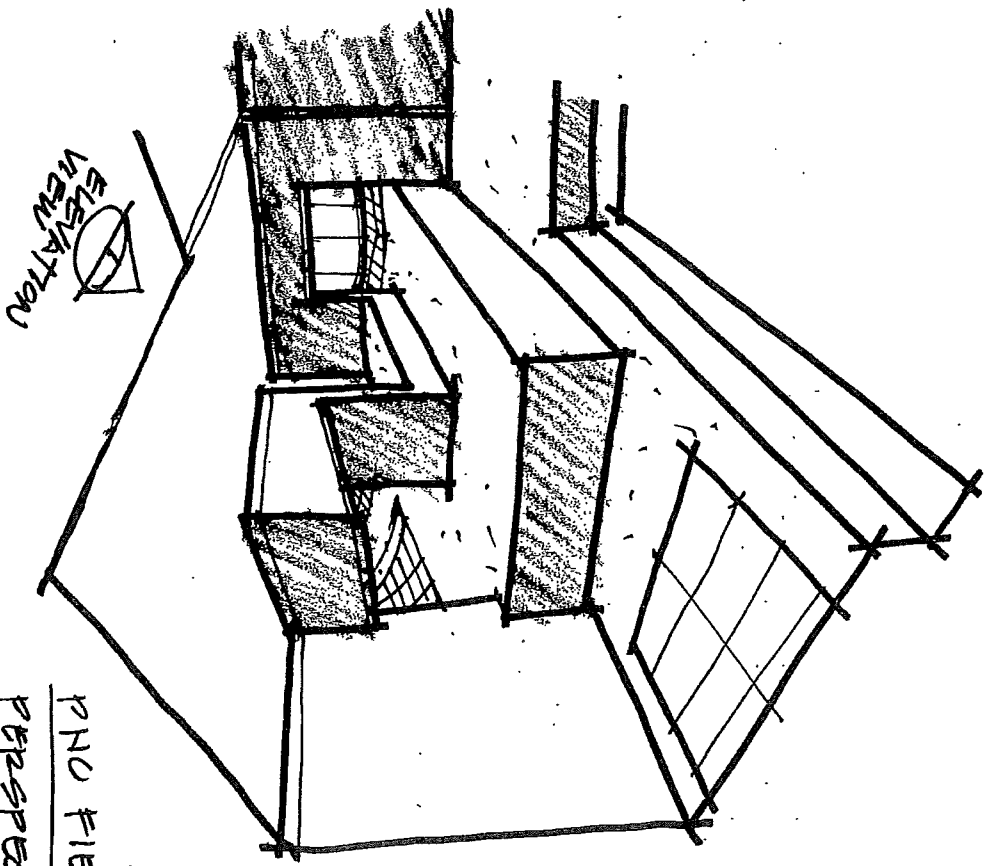


| NO. | DESCRIPTION | DATE |
|-----|-------------------|----------|
| 1 | ISSUED FOR PERMIT | 01/11/07 |
| 2 | ISSUED FOR PERMIT | 01/11/07 |
| 3 | ISSUED FOR PERMIT | 01/11/07 |
| 4 | ISSUED FOR PERMIT | 01/11/07 |
| 5 | ISSUED FOR PERMIT | 01/11/07 |
| 6 | ISSUED FOR PERMIT | 01/11/07 |
| 7 | ISSUED FOR PERMIT | 01/11/07 |
| 8 | ISSUED FOR PERMIT | 01/11/07 |
| 9 | ISSUED FOR PERMIT | 01/11/07 |
| 10 | ISSUED FOR PERMIT | 01/11/07 |

LACKAWANNA COUNTY
 STADIUM
 ELECTRICAL SITE PLAN
 SHEET NO. EC-2-1



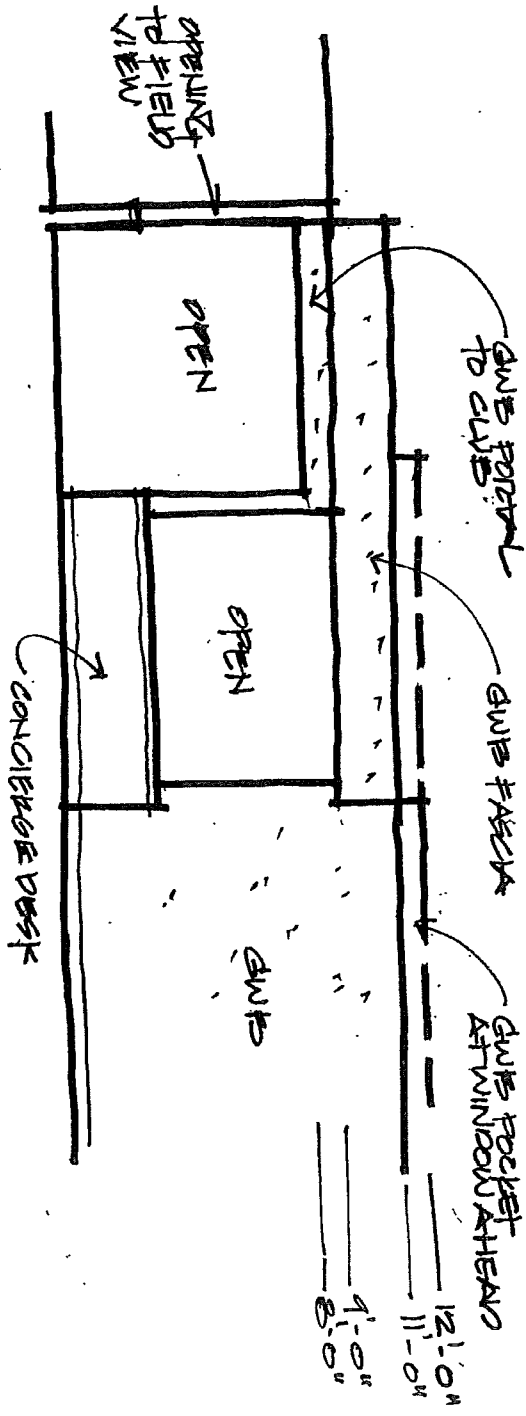
LACKAWANNA COUNTY
 MULTI-PURPOSE STADIUM AUTHORITY
 DEED (BK:1180 PG:581)
 EASEMENT 1



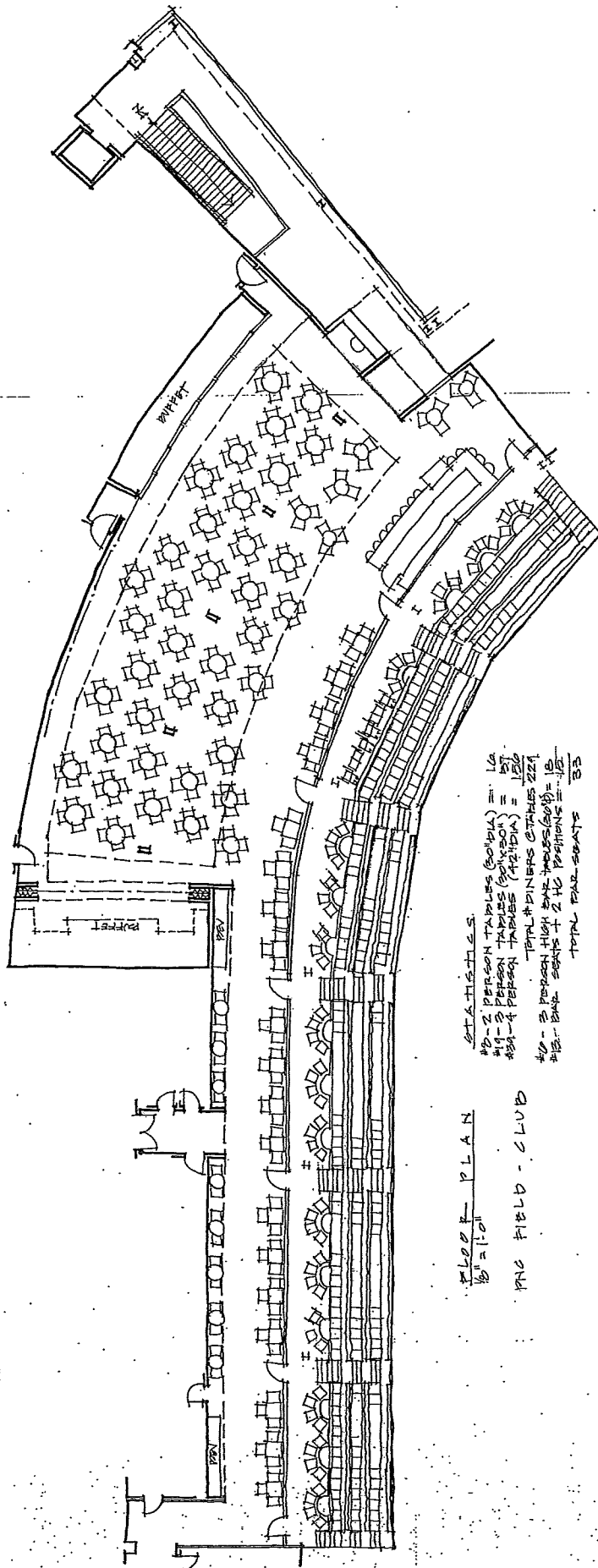
ELEVATION
VIEW

PNO FIELD
PERSPECTIVE
OF 2ND FLOOR
CLUB ENTRY
NTS





PNC FIELD
 1. ELEVATION OF CURB ENTRY AND FLOOR
 $\frac{1}{4}'' = 1'-0''$



STATISTICS
 #2 - 2 PERSON TABLES (SQUARE) = 16
 #11 - 3 PERSON TABLES (SQUARE) = 12
 #34 - 4 PERSON TABLES (SQUARE) = 12
 TOTAL # BUSINESS CHAIRS 221
 #20 - 25 PERSON HIGH BACK SEATING = 10
 #12 - 25 PERSON SEATING 2 HC PORTIONS = 10
 TOTAL SEAT SEATS 333

FLOOR PLAN
 1/8" = 1'-0"

PLAN FIELD - CLUB

LACKAWANNA COUNTY STADIUM

Package Title

Drawing List

| SWB Yankees New Stadium | | | DP 1 Demo Package | GMP SET | REVISED GMP Drawings | DP 2 Foundation- Package | DP 2A Earthwork + Undergr. Site Utility Pkg | DP 3 Steel Package |
|----------------------------|--|---------------|-------------------------|---------|----------------------------|--------------------------------|--|--------------------------|
| Dwg No | Drawing Name | Scale | 1/11/12 | 2/8/12 | 2/15/12 | 2/17/12 | 3/7/12 | 3/9/12 |
| Drawing List | | | | | | | | |
| General Information | | | | | | | | |
| CS | Cover Sheet | None | X | X | | X | X | X |
| G-1 | Drawing List | None | | X | | FIO | FIO | FIO |
| G-1.1 | Drawing List | None | | | | FIO | FIO | FIO |
| G-2 | Abbreviations / Standards | None | | | | | | |
| G-3 | Abbreviations / Standards | None | | | | | | |
| Life Safety | | | | | | | | |
| ALS1-0 | Life Safety Code Summary | None | | X | | | | |
| ALS1-1 | Field Level Life Safety Plan | 1/32" = 1'-0" | | | | | | |
| ALS1-2 | Main Concourse Level Life Safety Plan | 1/32" = 1'-0" | | X | | | | |
| ALS1-3 | Suite Level Life Safety Plan | 1/32" = 1'-0" | | X | | | | |
| Civil | | | | | | | | |
| CS0201 | Index Plan | 1" = 100'-0" | | X | X | FIO | | |
| CS0202 | Boundary Survey Plan | 1" = 80'-0" | | X | | FIO | | |
| CS0203 | Existing Conditions Plan | 1" = 30'-0" | | X | | FIO | X | |
| CS1001 | Layout Plan | 1" = 30'-0" | | X | X | | | |
| CS1501 | Grading and Drainage Plan | 1" = 30'-0" | | X | X | FIO | X | |
| CS1502 | Grading and Drainage Plan | 1" = 30'-0" | | X | | | X | |
| CS1701 | Utility Plan | 1" = 30'-0" | | X | X | FIO | X | |
| CS4001 | Storm Sewer Profiles | Noted | | X | | | X | |
| CS4002 | Storm Sewer Profiles | Noted | | | | | X | |
| CS6001 | Site Details | Noted | | X | | | | |
| CS6002 | Details | Noted | | X | | | | |
| CS6003 | Storm Details | Noted | | X | | | X | |
| CS6004 | Utility Details | Noted | | X | | | X | |
| CS6005 | Utility Details | Noted | | | | | X | |
| CS6006 | Utility Details | Noted | | | | | X | |
| CS8000 | Erosion and Sedimentary Control Index Plan | Noted | | X | | FIO | X | |
| CS8001 | Erosion and Sedimentary Control | Noted | | X | X | FIO | | |
| CS8002 | Erosion and Sedimentary Control | Noted | | X | X | FIO | X | |
| CS8003 | Erosion and Sedimentary Control | Noted | | X | | | | |
| CS8004 | Erosion and Sedimentary Control | Noted | | X | | | | |
| CS8010 | Erosion and Sedimentary Control | Noted | | X | | FIO | X | |
| CS8011 | Erosion and Sedimentary Control | Noted | | X | | | X | |
| CS8012 | Erosion and Sedimentary Control | Noted | | X | | | X | |
| CS8013 | Erosion and Sedimentary Control | Noted | | X | | | | |
| CS9000 | Post Construction Stormwater Management Index Plan | Noted | | | | | | |
| CS9001 | Post Construction Stormwater Management Index Plan | 1" = 30'-0" | | | | | | |
| CS9002 | Post Construction Stormwater Management Index Plan | 1" = 30'-0" | | | | | | |
| Architectural Site | | | | | | | | |
| AS1-1 | Overall Architectural Site Plan | 1" = 100'-0" | | X | | FIO | FIO | |
| AS3-1 | Enlarged Architectural Site Plans | 1/16" = 1'-0" | | | | | | |
| AS4-1 | Architectural Site Details | 1/16" = 1'-0" | | | | | | |
| Landscape | | | | | | | | |
| L-100 | Notes and Legend | None | | X | X | | FIO | |
| L-101 | Layout and Material Plan | 1/32" = 1'-0" | | X | X | | FIO | |
| L-102 | Grading Plan | 1/32" = 1'-0" | | X | | | | |
| L-103 | Planting Plan | 1/32" = 1'-0" | | X | X | | FIO | |
| L-104 | Planting and Soils | 1/32" = 1'-0" | | X | X | | FIO | |
| L-105 | Enlarged Plan | 1/16" = 1'-0" | | X | X | | FIO | |
| L-106 | Enlarged Plan | 1/16" = 1'-0" | | X | X | | FIO | |
| L-200 | Section A + B | 1/8" = 1'-0" | | X | X | | FIO | |
| L-201 | Section C + D | 1/4" = 1'-0" | | X | X | | FIO | |
| L-202 | Section E + F | 1/4" = 1'-0" | | X | X | | FIO | |
| L-300 | Details | 1" = 1'-0" | | X | X | | FIO | |
| L-400 | Landscape Soil Profile and Planting Details | None | | X | X | | FIO | |
| L-401 | Planting Schedule and Details | 1/2" = 1'-0" | | X | X | | FIO | |
| Architectural | | | | | | | | |
| | Railing Detail | | | | X | | | |
| AD1-1 | Field Level Demolition Plan | NTS | X | | | | | |
| AD1-2 | Concourse Level Demolition Plan | NTS | X | | | | | |
| AD1-3 | Suite Level Demolition Plan | NTS | X | | | | | |
| AD1-4 | Upper Concourse Level Demolition Plan | NTS | X | | | | | |
| AD1-5 | Upper Bowl Demolition Plan | NTS | X | | | | | |
| AD1-6 | Framing For Home Team Clubhouse | NTS | FIO | | | | | |
| AD2-1 | Demolition Section at Homeplate/Details | NTS | X | | | | | |
| AD2-2 | Demolition Section at Home Clubhouse/Details | NTS | X | | | | | |
| AD-3 | Demo Details | | | | | | | |
| A1-1 | Field Level Reference Plan | 1/32" = 1'-0" | | X | | FIO | | FIO |
| A1-2 | Main Concourse Level Reference Plan | 1/32" = 1'-0" | | X | | FIO | | FIO |
| A1-3 | Suite Level Reference Plan | 1/32" = 1'-0" | | X | | FIO | | FIO |
| A1-4 | Suite Roof Reference Plan | 1/32" = 1'-0" | | X | | FIO | | FIO |
| A3-1-A2 | Field Level Area A2 Plan | 1/8" = 1'-0" | | X | | FIO | | |
| A3-1-B1 | Field Level Area B1 Plan | 1/8" = 1'-0" | | X | | | | |
| A3-1-C2 | Field Level Area C2 Plan | 1/8" = 1'-0" | | X | | | | |
| A3-1-D1 | Field Level Area D1 Plan | 1/8" = 1'-0" | | X | | FIO | | FIO |
| A3-1-D2 | Field Level Area D2 Plan | 1/8" = 1'-0" | | X | | FIO | | FIO |

LACKAWANNA COUNTY STADIUM

Package Title

Drawing List

| Drawing List | | | DP 1 Demo Package | GMP SET | REVISED GMP Drawings | DP 2 Foundation Package | DP 2A Earthwork + Undercar. Site Utility Pkg | DP 3 Steel Package |
|--------------|--|---------------|-------------------------|---------|----------------------------|-------------------------------|---|--------------------------|
| Dwg No | Drawing Name | Scale | 1/11/12 | 2/8/12 | 2/15/12 | 2/17/12 | 3/7/12 | 3/9/12 |
| A3-2-A1 | Main Concourse Area A1 Plan | 1/8" = 1'-0" | | X | | | | |
| A3-2-A2 | Main Concourse Area A2 Plan | 1/8" = 1'-0" | | X | | | | |
| A3-2-B1 | Main Concourse Area B1 Plan | 1/8" = 1'-0" | | X | | | | |
| A3-2-B2 | Main Concourse Area B2 Plan | 1/8" = 1'-0" | | X | | | | |
| A3-2-C1 | Main Concourse Area C1 Plan | 1/8" = 1'-0" | | X | | | | |
| A3-2-C2 | Main Concourse Area C2 Plan | 1/8" = 1'-0" | | X | | | | |
| A3-2-D1 | Main Concourse Area D1 Plan | 1/8" = 1'-0" | | X | | | | |
| A3-2-D2 | Main Concourse Area D2 Plan | 1/8" = 1'-0" | | X | | | | |
| A3-2-E1 | Main Concourse Area E1 Plan | 1/8" = 1'-0" | | X | | | | |
| A3-3-B1 | Suite Level / Main Concourse Roof Area B1 Plan | 1/8" = 1'-0" | | X | | | | |
| A3-3-B2 | Suite Level / Main Concourse Roof Area B2 Plan | 1/8" = 1'-0" | | X | | | | |
| A3-3-C1 | Suite Level / Main Concourse Roof Area C1 Plan | 1/8" = 1'-0" | | X | | | | |
| A3-3-C2 | Suite Level / Main Concourse Roof Area C2 Plan | 1/8" = 1'-0" | | X | | | | |
| A3-4-B1 | Suite Roof Area B1 Plan | 1/8" = 1'-0" | | X | | | | |
| A3-4-B2 | Suite Roof Area B2 Plan | 1/8" = 1'-0" | | X | | | | |
| A3-4-C1 | Suite Roof Area C1 Plan | 1/8" = 1'-0" | | X | | | | |
| A3-4-C2 | Suite Roof Area C2 Plan | 1/8" = 1'-0" | | X | | | | |
| A3-22-1 | Enlarged Toilet Room Plans | 1/4" = 1'-0" | | | | | | |
| A3-22-2 | Enlarged Toilet Room Plans | 1/4" = 1'-0" | | | | | | |
| A3-23-1 | Enlarged Suite Plans & RCP's | 1/4" = 1'-0" | | X | | | | |
| A3-30-1 | Enlarged Bullpen and Dugout Plans / Sections | 1/4" = 1'-0" | | | | | | |
| A4-2-B1 | Main Concourse Area B1 RCP | 1/8" = 1'-0" | | X | | | | |
| A4-2-B2 | Main Concourse Area B2 RCP | 1/8" = 1'-0" | | X | | | | |
| A4-2-C1 | Main Concourse Area C1 RCP | 1/8" = 1'-0" | | X | | | | |
| A4-2-C2 | Main Concourse Area C2 RCP | 1/8" = 1'-0" | | X | | | | |
| A4-2-D1 | Main Concourse Area D1 RCP | 1/8" = 1'-0" | | X | | | | |
| A4-2-D2 | Main Concourse Area D2 RCP | 1/8" = 1'-0" | | X | | | | |
| A4-3-B1 | Suite Level Area B1 RCP | 1/8" = 1'-0" | | X | | | | |
| A4-3-B2 | Suite Level Area B2 RCP | 1/8" = 1'-0" | | X | | | | |
| A4-3-C1 | Suite Level Area C1 RCP | 1/8" = 1'-0" | | X | | | | |
| A4-3-C2 | Suite Level Area C2 RCP | 1/8" = 1'-0" | | X | | | | |
| A4-20-1 | RCP Details | Varies | | | | | | |
| A4-20-2 | RCP Details | Varies | | | | | | |
| A5-1-1 | Overall Exterior Elevations - Street Side | 1/16" = 1'-0" | | X | | | | |
| A5-1-2 | Overall Exterior Elevations - Field Side | 1/16" = 1'-0" | | X | | | | |
| A5-2-1 | Exterior Elevations - Concourse Level | 1/8" = 1'-0" | | X | | | | |
| A5-2-2 | Exterior Elevations - Concourse Level | 1/8" = 1'-0" | | X | | | | |
| A5-2-3 | Exterior Elevations - Concourse Level | 1/8" = 1'-0" | | X | | | | |
| A5-2-4 | Exterior Elevations - Concourse Level | 1/8" = 1'-0" | | X | | | | |
| A5-2-5 | Exterior Elevations - Concourse Level | 1/8" = 1'-0" | | X | | | | |
| A5-3-1 | Exterior Elevations - Suite Level | 1/8" = 1'-0" | | X | | | | |
| A5-3-2 | Exterior Elevations - Suite Level | 1/8" = 1'-0" | | X | | | | |
| A5-3-3 | Exterior Elevations - Suite Level | 1/8" = 1'-0" | | X | | | | |
| A5-5-1 | Exterior Elevations - Light Towers | Varies | | X | | | | |
| A5-6-1 | Enlarged Elevations / Details | Varies | | | | | | |
| A6-12-1 | Main Concourse Interior Elevations | 1/4" = 1'-0" | | | | | | |
| A6-12-2 | Main Concourse Interior Elevations | 1/4" = 1'-0" | | | | | | |
| A6-13-1 | Suite Level Interior Elevations - Suites | 1/4" = 1'-0" | | | | | | |
| A6-13-2 | Suite Level Interior Elevations - Club Lounge | 1/4" = 1'-0" | | | | | | |
| A7-1-1 | Building Sections | 1/8" = 1'-0" | | X | | | | |
| A7-1-2 | Building Sections | 1/8" = 1'-0" | | X | | | | |
| A7-1-3 | Building Sections | 1/8" = 1'-0" | | X | | | | |
| A7-2-1 | Outfield Section | 1/8" = 1'-0" | | X | | | | |
| A7-2-2 | Outfield Section | 1/8" = 1'-0" | | X | | | | |
| A7-2-3 | Outfield Section | 1/8" = 1'-0" | | X | | | | |
| A7-3-1 | Wall Sections | 1/2" = 1'-0" | | X | | | | |
| A7-3-2 | Wall Sections | 1/2" = 1'-0" | | X | | | | |
| A7-3-3 | Wall Sections | 1/2" = 1'-0" | | X | | | | |
| A7-3-4 | Wall Sections | 1/2" = 1'-0" | | X | | | | |
| A7-3-5 | Wall Sections | 1/2" = 1'-0" | | X | | | | |
| A7-3-6 | Wall Sections | 1/2" = 1'-0" | | X | | | | |
| A7-3-7 | Wall Sections | 1/2" = 1'-0" | | X | | | | |
| A7-3-8 | Wall Sections | 1/2" = 1'-0" | | X | | | | |
| A7-4-1 | Stair Plans / Sections | Varies | | X | | | | |
| A7-4-2 | Stair Plans / Sections | Varies | | X | | | | |
| A7-5-1 | Elevator Plans / Sections | Varies | | X | | | | |
| A7-5-2 | Elevator Plans / Sections | Varies | | X | | | | |
| A7-6-1 | Canopies and Gates | Varies | | X | | | | |
| A7-8-2.1 | Main Concourse Level Plan Details | Varies | | X | | | | |
| A7-8-2.2 | Main Concourse Level Plan Details | Varies | | X | | | | |
| A7-8-2.3 | Main Concourse Level Plan Details | Varies | | X | | | | |
| A7-8-3.1 | Suite Level Plan Details | Varies | | X | | | | |
| A7-8-3.2 | Suite Level Plan Details | Varies | | X | | | | |
| A7-9-2.1 | Main Concourse Level Section Details | Varies | | | | | | |
| A7-9-2.2 | Main Concourse Level Section Details | Varies | | | | | | |

LACKAWANNA COUNTY STADIUM

Package Title

Drawing List

| Drawing List | | | DP 1 Demo Package | GMP SET | REVISED GMP Drawings | DP 2 Foundation Package | DP 2A Earthwork + Undergr. Site Utility Pkg | DP 3 Steel Package |
|-------------------|--|---------------|-------------------------|---------|----------------------------|-------------------------------|--|--------------------------|
| Dwg No | Drawing Name | Scale | 1/11/12 | 2/8/12 | 2/15/12 | 2/17/12 | 3/7/12 | 3/9/12 |
| A7-9-3.1 | Suite Level Section Details | Varies | | | | | | |
| A7-9-3.2 | Suite Level Section Details | Varies | | | | | | |
| A8-1-1 | Partition Types / Details | Varies | | X | | | | |
| A8-2-1 | Door & Window Types / Details | Varies | | | | | | |
| A8-2-3 | Equip. Schedule and Overhead Door Details | Varies | | | | | | |
| A8-3-2 | Curtainwall Elevations / Details | Varies | | | | | | |
| A8-3-3 | Curtainwall Elevations / Details | Varies | | | | | | |
| A8-4-1 | Expansion Joint Details | Varies | | | | | | |
| A8-5-1 | Roof Sections | Varies | | X | | | | |
| A8-5-2 | Roof Details | Varies | | | | | | |
| A8-6-1 | Millwork Details | Varies | | | | | | |
| A8-6-2 | Millwork Details | Varies | | | | | | |
| A8-7-1.1 | Lower Bowl Enlarged Plans | Varies | | X | | FIO | | |
| A8-7-1.2 | Lower Bowl Enlarged Sections | Varies | | X | | FIO | | |
| A8-7-2.1 | Suite Level Precast Details | Varies | | X | | | | |
| A8-7-2.2 | Suite Level Enlarged Sections | Varies | | X | | | | |
| A8-8-1 | Railing Types and Details | Varies | | X | | | | |
| A8-8-2 | Railing Types and Details | Varies | | X | | | | |
| A9-1-0 | Finish Schedule and Details | 1/8" = 1'-0" | | | | | | |
| A9-2-1 | Field Level Finish Plan | 1/32" = 1'-0" | | | | | | |
| A9-2-2 | Main Concourse Level Finish Plan | 1/32" = 1'-0" | | | | | | |
| A9-2-3 | Suite Level 1 Finish Plan | 1/32" = 1'-0" | | | | | | |
| A10-4-1 | Seating Details | Varies | | | | | | |
| A10-4-2 | ADA Seating Details | Varies | | | | | | |
| AC1-2 | Lower Bowl Deck Coating Reference Plan | 1/32" = 1'-0" | | X | | | | |
| AC1-3 | Suite Bowl Deck Coating Reference Plan | 1/32" = 1'-0" | | X | | | | |
| ATB1-2 | Thermal Break - Concourse Level | 1/32" = 1'-0" | | X | | | | |
| ATB1-3 | Thermal Break - Suite Level | 1/32" = 1'-0" | | X | | | | |
| ASP1-3 | Suite Level Split Slab Reference Plan | 1/32" = 1'-0" | | X | | | | |
| ASR1-2 | Concourse Sub-Roof Gutter Reference Plan | 1/32" = 1'-0" | | X | | | | |
| ASR1-3 | Suite Level Sub-Roof Gutter Reference Plan | 1/32" = 1'-0" | | X | | | | |
| ADW1-2 | Dampproofing/ Waterproofing - Concourse Level | 1/32" = 1'-0" | | | | FIO | | |
| Structural | | | | | | | | |
| SG.1 | Structural Index Sheet and General Notes | None | | X | | X | | X |
| SG.2 | Loading Diagrams | None | | | | | | |
| SG.3 | Grid Geometry Plan | 1/32"=1'-0" | | | | | | |
| S1.0 | Field Level and Foundation Plan | 1/32" = 1'-0" | | | | | | |
| S1.1 | Concourse Level Framing and Foundation Plan | 1/32" = 1'-0" | | | | | | |
| S1.2 | Suite Level and Low Roof Framing Plan | 1/32" = 1'-0" | | | | | | |
| S1.3 | Roof Framing Plan | 1/32" = 1'-0" | | | | | | |
| S1.2.C | Existing Clubhouse Demolition Plan | 1/8" = 1'-0" | X | | | | | X |
| S1.2.D | Existing Left Field Party Deck Demolition | 1/8" = 1'-0" | X | | | | | |
| S2.1 | Overall Field Level Foundation Plan | 1/32"=1'-0" | | X | | X | | |
| S2.1.A2 | Field Level Area A2 and Foundation Plan | 1/8" = 1'-0" | | X | | X | | |
| S2.1.B1 | Field Level Area B1 and Foundation Plan | 1/8" = 1'-0" | | X | | | | |
| S2.1.C2 | Field Level Area C2 and Foundation Plan | 1/8" = 1'-0" | | X | | | | |
| S2.1.D1 | Field Level Area D1 and Foundation Plan | 1/8" = 1'-0" | | X | | | | |
| S2.1.D2 | Field Level Area D2 and Foundation Plan | 1/8" = 1'-0" | | X | | X | | |
| S2.2 | Overall Main Concourse Framing and Foundation Plan | 1/32"=1'-0" | | X | | X | | X |
| S2.2.A1 | Main Concourse Area A1 Framing and Foundation Plan | 1/8" = 1'-0" | | X | | | | |
| S2.2.A2 | Main Concourse Area A2 Framing and Foundation Plan | 1/8" = 1'-0" | | X | | | | X |
| S2.2.B1 | Main Concourse Area B1 Framing and Foundation Plan | 1/8" = 1'-0" | | X | | X | | |
| S2.2.B2 | Main Concourse Area B2 Framing and Foundation Plan | 1/8" = 1'-0" | | X | | X | | |
| S2.2.C1 | Main Concourse Area C1 Framing and Foundation Plan | 1/8" = 1'-0" | | X | | X | | |
| S2.2.C2 | Main Concourse Area C2 Framing and Foundation Plan | 1/8" = 1'-0" | | X | | X | | |
| S2.2.D1 | Main Concourse Area D1 Framing and Foundation Plan | 1/8" = 1'-0" | | X | | X | | X |
| S2.2.D2 | Main Concourse Area D2 Framing and Foundation Plan | 1/8" = 1'-0" | | X | | | | X |
| S2.3 | Overall Suite Level / Main Concourse Roof Framing Plan | 1/32"=1'-0" | | X | | | | X |
| S2.3.B1 | Suite Level / Main Concourse Roof Area B1 Framing Plan | 1/8" = 1'-0" | | X | | | | X |
| S2.3.B2 | Suite Level / Main Concourse Roof Area B2 Framing Plan | 1/8" = 1'-0" | | X | | | | X |
| S2.3.C1 | Suite Level / Main Concourse Roof Area C1 Framing Plan | 1/8" = 1'-0" | | X | | | | X |
| S2.3.C2 | Suite Level / Main Concourse Roof Area C2 Framing Plan | 1/8" = 1'-0" | | X | | | | X |
| S2.4 | Overall Roof Framing Plan | 1/32"=1'-0" | | X | | | | X |
| S2.4.B1 | Roof Area B1 Framing Plan | 1/8" = 1'-0" | | X | | | | X |
| S2.4.B2 | Roof Area B2 Framing Plan | 1/8" = 1'-0" | | X | | | | X |
| S2.4.C1 | Roof Area C1 Framing Plan | 1/8" = 1'-0" | | X | | | | X |
| S2.4.C2 | Roof Area C2 Framing Plan | 1/8" = 1'-0" | | X | | | | X |
| S3.1 | Sections | As noted | | X | | X | | |
| S3.1A | Sections | As noted | | X | | X | | |
| S3.1B | Sections | As noted | | | | | | |
| S3.2 | Sections | As noted | | X | | | | X |
| S3.3 | Sections | As noted | | X | | | | X |
| S3.4 | Sections | As noted | | X | | | | X |
| S3.5 | Sections | As noted | | X | | | | X |
| S3.6 | Sections | As noted | | X | | | | X |

LACKAWANNA COUNTY STADIUM

Package Title
Drawing List

| Drawing List | | | DP 1 Demo Package | GNP SET | REVISED GNP Drawings | DP 2 Foundation Package | DP 2A Earthwork + Utility + Site Utility Pkg | DP 3 Steel Package |
|-------------------|--|---------------|-------------------------|---------|----------------------------|-------------------------------|--|--------------------------|
| Dwg No | Drawing Name | Scale | 1/11/12 | 2/8/12 | 2/15/12 | 2/17/12 | 3/7/12 | 3/9/12 |
| S3.7 | Sections | As noted | | | | | | |
| S4.1 | Column Schedule and Details | As noted | | X | | X | | X |
| S4.2 | Column Schedule and Details | As noted | | X | | X | | X |
| S4.2A | Column Schedule and Details | As noted | | | | X | | X |
| S4.3 | Braced Frame Elevations | As noted | | X | | | | X |
| S4.4 | Braced Frame Elevations | As noted | | X | | | | X |
| S4.5 | Braced Frame Elevations and Details | As noted | | X | | | | X |
| S4.6 | Sports Lighting Tower Elevations and Details | As noted | | X | | | | X |
| S4.7 | Jolst Loading Diagrams | As noted | | X | | | | X |
| S4.8 | Special Jolst Loading Diagrams and Jolst Details | As noted | | X | | | | X |
| S5.1 | Typical Details and Sections | As noted | | X | | X | | |
| S5.2 | Typical Details and Sections | As noted | | X | | | | X |
| S5.3 | Typical Details and Sections | As noted | | | | | | |
| Mechanical | | | | | | | | |
| HG-1 | HVAC Index | None | | X | | | | |
| H1-1 | HVAC Field Level Reference Plan | 1/32" = 1'-0" | | | | | | |
| H1-2 | HVAC Main Concourse Level Reference Plan | 1/32" = 1'-0" | | | | | | |
| H1-3 | HVAC Suite/Club Level Reference Plan | 1/32" = 1'-0" | | | | | | |
| H1-4 | HVAC Suite Roof Level Reference Plan | 1/32" = 1'-0" | | | | | | |
| H2-2-C1 | Main Concourse Area C1 Demolition | 1/8" = 1'-0" | | X | | | | |
| H2-2-C2 | Main Concourse Area C2 Demolition | 1/8" = 1'-0" | | X | | | | |
| H3-1-A2 | Field Level Area A2 Plan Part Plan | 1/8" = 1'-0" | | X | | | | |
| H3-1-B1 | Field Level Area B1 and C2 Part Plan | 1/8" = 1'-0" | | X | | | | |
| H3-1-D1 | Field Level Area D1 Plan | 1/8" = 1'-0" | | X | | | | |
| H3-1-D2 | Field Level Area D2 Plan | 1/8" = 1'-0" | | X | | | | |
| H3-2-B1 | Main Concourse Area B1 Plan | 1/8" = 1'-0" | | X | | | | |
| H3-2-B2 | Main Concourse Area B2 Plan | 1/8" = 1'-0" | | X | | | | |
| H3-2-C1 | Main Concourse Area C1 Plan | 1/8" = 1'-0" | | X | | | | |
| H3-2-C2 | Main Concourse Area C2 Plan | 1/8" = 1'-0" | | X | | | | |
| H3-3-B1 | Suite Level / Main Concourse Roof Area B1 Plan | 1/8" = 1'-0" | | X | | | | |
| H3-3-B2 | Suite Level / Main Concourse Roof Area B2 Plan | 1/8" = 1'-0" | | X | | | | |
| H3-3-C1 | Suite Level / Main Concourse Roof Area C1 Plan | 1/8" = 1'-0" | | X | | | | |
| H3-3-C2 | Suite Level / Main Concourse Roof Area C2 Plan | 1/8" = 1'-0" | | X | | | | |
| H3-4-B1 | Suite Roof Area B1 Plan | 1/8" = 1'-0" | | X | | | | |
| H3-4-B2 | Suite Roof Area B2 Plan | 1/8" = 1'-0" | | X | | | | |
| H3-4-C1 | Suite Roof Area C1 Plan | 1/8" = 1'-0" | | X | | | | |
| H3-4-C2 | Suite Roof Area C2 Plan | 1/8" = 1'-0" | | X | | | | |
| H4-1 | Heating Water Flow Diagram | None | | X | | | | |
| H5-1 | HVAC Schedules | None | | X | | | | |
| H5-2 | HVAC Schedules | None | | X | | | | |
| H5-3 | HVAC Schedules | None | | X | | | | |
| H5-4 | HVAC Schedules | None | | X | | | | |
| H6-1 | HVAC Detail Plans and Sections | 1/4" = 1'-0" | | X | | | | |
| H6-2 | Typical Suite Plans | 1/4" = 1'-0" | | | | | | |
| H7-1 | HVAC Details | None | | X | | | | |
| H7-2 | HVAC Details | None | | X | | | | |
| H8-1 | HVAC Controls System Architecture | None | | X | | | | |
| Plumbing | | | | | | | | |
| PG-1 | Plumbing Index | None | | X | | | | |
| UGP3-2-A1 | Main Concourse Area A1 Plan - Drainage Below Grade | 1/8" = 1'-0" | | X | | FIO | | |
| UGP3-2-A2 | Main Concourse Area A2 Plan - Drainage Below Grade | 1/8" = 1'-0" | | X | | FIO | | |
| UGP3-2-B1 | Main Concourse Area B1 Plan - Drainage Below Grade | 1/8" = 1'-0" | | X | | FIO | | |
| UGP3-2-B2 | Main Concourse Area B2 Plan - Drainage Below Grade | 1/8" = 1'-0" | | X | | FIO | | |
| UGP3-2-C1 | Main Concourse Area C1 Plan - Drainage Below Grade | 1/8" = 1'-0" | | X | | FIO | | |
| UGP3-2-C2 | Main Concourse Area C2 Plan - Drainage Below Grade | 1/8" = 1'-0" | | X | | FIO | | |
| UGP3-2-D1 | Main Concourse Area D1 Plan - Drainage Below Grade | 1/8" = 1'-0" | | X | | FIO | | |
| UGP3-2-D2 | Main Concourse Area D2 Plan - Drainage Below Grade | 1/8" = 1'-0" | | X | | FIO | | |
| UGP3-2-E1 | Main Concourse Area E1 Plan - Drainage Below Grade | 1/8" = 1'-0" | | X | | FIO | | |
| PD2-1 | Field Level Plan - Plumbing - Demolition | NTS | X | | | | | |
| PD2-2-1 | Main Concourse Plan - Plumbing - Demolition | NTS | X | | | | | |
| PD2-2-2 | Main Concourse Clubhouse Plan - Plumbing - Demolition | NTS | X | | | | | |
| FPD2-2 | Main Concourse Clubhouse Plan - Fire Protection - Demolition | NTS | X | | | | | |
| P1-1 | Plumbing Field Level Reference Plan | 1/32" = 1'-0" | | | | | | |
| P1-2 | Plumbing Main Concourse Level Reference Plan | 1/32" = 1'-0" | | | | | | |
| P1-3 | Plumbing Suite/Club Level Reference Plan | 1/32" = 1'-0" | | | | | | |
| P1-4 | Plumbing Suite Roof Reference Plan | 1/32" = 1'-0" | | | | | | |
| PD2-1 | Field Level Plan - Demolition | 1/32" = 1'-0" | | | | | | |
| PD2-2 | Main Concourse Plan - Demolition | 1/32" = 1'-0" | | | | | | |
| P3-1-B1 | Field Level Area B1 Plan | 1/8" = 1'-0" | | X | | | | |
| P3-1-C2 | Field Level Area C2 Plan | 1/8" = 1'-0" | | X | | | | |
| P3-1-D2 | Field Level Area D2 Plan | 1/8" = 1'-0" | | | | | | |
| P3-2-A2-S | Main Concourse Area A2 Plan - Service Piping | 1/8" = 1'-0" | | | | | | |
| P3-2-B1-S | Main Concourse Area B1 Plan - Service Piping | 1/8" = 1'-0" | | X | | | | |
| P3-2-B2-S | Main Concourse Area B2 Plan - Service Piping | 1/8" = 1'-0" | | X | | | | |
| P3-2-C1-S | Main Concourse Area C1 Plan - Service Piping | 1/8" = 1'-0" | | X | | | | |
| P3-2-C2-S | Main Concourse Area C2 Plan - Service Piping | 1/8" = 1'-0" | | X | | | | |
| P3-2-D1-S | Main Concourse Area D1 Plan - Service Piping | 1/8" = 1'-0" | | X | | | | |
| P3-2-D2-S | Main Concourse Area D2 Plan - Service Piping | 1/8" = 1'-0" | | X | | | | |

LACKAWANNA COUNTY STADIUM

Package Title
Drawing List

| Drawing List | | | DP 1 Demo Package | GMP SET | REVISED GMP Drawings | DP 2 Foundation Package | DP 2A Earthwork + Utility Site Utility Pkg | DP 3 Steel Package |
|-------------------|---|---------------|-------------------------|---------|----------------------------|-------------------------------|---|--------------------------|
| Dwg No | Drawing Name | Scale | 1/11/12 | 2/8/12 | 2/15/12 | 2/17/12 | 3/7/12 | 3/9/12 |
| P3-2-A1-D | Main Concourse Area A1 Plan - Drainage | 1/8" = 1'-0" | | | | | | |
| P3-2-A2-D | Main Concourse Area A2 Plan - Drainage | 1/8" = 1'-0" | | | | | | |
| P3-2-B1-D | Main Concourse Area B1 Plan - Drainage | 1/8" = 1'-0" | | X | | | | |
| P3-2-B2-D | Main Concourse Area B2 Plan - Drainage | 1/8" = 1'-0" | | X | | | | |
| P3-2-C1-D | Main Concourse Area C1 Plan - Drainage | 1/8" = 1'-0" | | X | | | | |
| P3-2-C2-D | Main Concourse Area C2 Plan - Drainage | 1/8" = 1'-0" | | X | | | | |
| P3-2-D1-D | Main Concourse Area D1 Plan - Drainage | 1/8" = 1'-0" | | | | | | |
| P3-2-D2-D | Main Concourse Area D2 Plan - Drainage | 1/8" = 1'-0" | | | | | | |
| P3-2-E1-D | Main Concourse Area E1 Plan - Drainage | 1/8" = 1'-0" | | | | | | |
| P3-3-B1-S | Suite Level / Main Concourse Roof Area B1 Plan - Service Piping | 1/8" = 1'-0" | | X | | | | |
| P3-3-B2-S | Suite Level / Main Concourse Roof Area B2 Plan - Service Piping | 1/8" = 1'-0" | | X | | | | |
| P3-3-C1-S | Suite Level / Main Concourse Roof Area C1 Plan - Service Piping | 1/8" = 1'-0" | | X | | | | |
| P3-3-C2-S | Suite Level / Main Concourse Roof Area C2 Plan - Service Piping | 1/8" = 1'-0" | | X | | | | |
| P3-3-B1-D | Suite Level / Main Concourse Roof Area B1 Plan - Drainage | 1/8" = 1'-0" | | | | | | |
| P3-3-B2-D | Suite Level / Main Concourse Roof Area B2 Plan - Drainage | 1/8" = 1'-0" | | | | | | |
| P3-3-C1-D | Suite Level / Main Concourse Roof Area C1 Plan - Drainage | 1/8" = 1'-0" | | | | | | |
| P3-3-C2-D | Suite Level / Main Concourse Roof Area C2 Plan - Drainage | 1/8" = 1'-0" | | | | | | |
| P3-4A | Suite Roof Area A Plan | 1/8" = 1'-0" | | | | | | |
| P3-4B | Suite Roof Area B Plan | 1/8" = 1'-0" | | X | | | | |
| P3-4C | Suite Roof Area C Plan | 1/8" = 1'-0" | | X | | | | |
| P3-22-1 | Enlarged Toilet Room Plans | 1/4" = 1'-0" | | | | | | |
| P3-22-2 | Enlarged Toilet Room Plans | 1/4" = 1'-0" | | | | | | |
| P4-1-1 | Plumbing Riser Diagram - Drainage | Not to Scale | | | | | | |
| P4-1-2 | Plumbing Riser Diagram - Drainage | Not to Scale | | | | | | |
| P4-1-3 | Plumbing Riser Diagram - Drainage | Not to Scale | | | | | | |
| P4-2-1 | Plumbing Riser Diagram - Domestic Water | Not to Scale | | | | | | |
| P4-2-2 | Plumbing Riser Diagram - Domestic Water | Not to Scale | | | | | | |
| P4-2-3 | Plumbing Riser Diagram - Domestic Water | Not to Scale | | | | | | |
| P4-3-1 | Plumbing Riser Diagram - Storm | Not to Scale | | | | | | |
| P4-3-2 | Plumbing Riser Diagram - Storm | Not to Scale | | | | | | |
| P4-3-2 | Plumbing Riser Diagram - Storm | Not to Scale | | | | | | |
| P4-4-1 | Plumbing Riser Diagram - Natural Gas | Not to Scale | | | | | | |
| P5-1 | Enlarged Plans | Not to Scale | | X | | | | |
| P5-2 | Plumbing Details | Not to Scale | | | | | | |
| P4-1 | Plumbing Details | Not to Scale | | | | | | |
| P4-2 | Plumbing Details | Not to Scale | | | | | | |
| P4-3 | Plumbing Schedules | Not to Scale | | | | | | |
| P6-1-1 | Plumbing Details | Not to Scale | | X | | | | |
| P6-1-2 | Plumbing Details | Not to Scale | | X | | | | |
| P6-2-1 | Plumbing Schedules | Not to Scale | | X | | | | |
| P6-2-2 | Plumbing Schedules | Not to Scale | | | | | | |
| Electrical | | | | | | | | |
| EG-1 | Electrical Cover Sheet | None | | X | | | | |
| EC-0-1 | Overall Electrical Site Plan - Existing Conditions and Demolition | 1" = 60'-0" | | | X | | | |
| EC-1-1 | Overall Electrical Site Plan - Existing Conditions and New Work | 1" = 60'-0" | | | X | | | |
| EC-1-1 | Electrical Site Plan - Existing Conditions and Demolition | 1" = 100'-0" | | | | | | |
| EC-2-1 | Electrical Site Plan - New Work | 1" = 100'-0" | | X | | | | |
| ED1-1 | Field Level Electrical Demolition Plan | NTS | | | | | | |
| ED1-2 | Concourse Level Electrical Demolition Plan | NTS | | | | | | |
| EC3-A-1 | Electrical Stadium Site Plan - Quad A | 1/16" = 1'-0" | | | | | | |
| EC3-B-1 | Electrical Stadium Site Plan - Quad B | 1/16" = 1'-0" | | | | | | |
| EC3-C-1 | Electrical Stadium Site Plan - Quad C | 1/16" = 1'-0" | | | | | | |
| EC3-D-1 | Electrical Stadium Site Plan - Quad D | 1/16" = 1'-0" | | | | | | |
| EC8-1-1 | Electrical Ductbank Details | None | | X | | | | |
| EC8-1-2 | Electrical Ductbank Details | None | | | | | | |
| EC8-2-1 | Electrical Site Details | None | | | | | | |
| ESP1-1 | Electrical Power and Signal - Field Level Reference Plan | 1/32" = 1'-0" | | | | | | |
| EPS1-2 | Electrical Power and Signal - Concourse Level Reference Plan | 1/32" = 1'-0" | | | | | | |
| EPS1-3 | Electrical Power and Signal - Suite Level Reference Plan | 1/32" = 1'-0" | | | | | | |
| EPS3-1-A2 | Electrical Power and Signal - Field Level Area A2 Plan | 1/8" = 1'-0" | | X | | | | |
| EPS3-1-B1 | Electrical Power and Signal - Field Level Area B1 Plan | 1/8" = 1'-0" | | X | | | | |
| EPS3-1-C2 | Electrical Power and Signal - Field Level Area C2 Plan | 1/8" = 1'-0" | | X | | | | |
| EPS3-1-D1 | Electrical Power and Signal - Field Level Area D1 Plan | 1/8" = 1'-0" | | X | | | | |
| EPS3-1-D2 | Electrical Power and Signal - Field Level Area D2 Plan | 1/8" = 1'-0" | | X | | | | |
| EPS3-2-A1 | Electrical Power and Signal - Main Concourse Area A1 Plan | 1/8" = 1'-0" | | X | | | | |
| EPS3-2-A2 | Electrical Power and Signal - Main Concourse Area A2 Plan | 1/8" = 1'-0" | | X | | | | |
| EPS3-2-B1 | Electrical Power and Signal - Main Concourse Area B1 Plan | 1/8" = 1'-0" | | X | | | | |
| EPS3-2-B2 | Electrical Power and Signal - Main Concourse Area B2 Plan | 1/8" = 1'-0" | | X | | | | |
| EPS3-2-C1 | Electrical Power and Signal - Main Concourse Area C1 Plan | 1/8" = 1'-0" | | X | | | | |
| EPS3-2-C2 | Electrical Power and Signal - Main Concourse Area C2 Plan | 1/8" = 1'-0" | | X | | | | |
| EPS3-2-D1 | Electrical Power and Signal - Main Concourse Area D1 Plan | 1/8" = 1'-0" | | X | | | | |
| EPS3-2-D2 | Electrical Power and Signal - Main Concourse Area D2 Plan | 1/8" = 1'-0" | | X | | | | |
| EPS3-2-E1 | Electrical Power and Signal - Main Concourse Area E1 Plan | 1/8" = 1'-0" | | X | | | | |
| EPS3-3-B1 | Electrical Power and Signal - Suite Level / Main Concourse Roof Area B1 | 1/8" = 1'-0" | | X | | | | |
| EPS3-3-B2 | Electrical Power and Signal - Suite Level / Main Concourse Roof Area B2 | 1/8" = 1'-0" | | X | | | | |
| EPS3-3-C1 | Electrical Power and Signal - Suite Level / Main Concourse Roof Area C1 | 1/8" = 1'-0" | | X | | | | |
| EPS3-3-C2 | Electrical Power and Signal - Suite Level / Main Concourse Roof Area C2 | 1/8" = 1'-0" | | X | | | | |
| EPS3-4-B1 | Electrical Power and Signal - Suite Level Roof Area B1 Plan | 1/8" = 1'-0" | | X | | | | |

LACKAWANNA COUNTY STADIUM

Package Title

Drawing List

| Drawing List | | | DP 1 Demo Package | GNP SET | REVISED GNP Drawings | DP 2 Foundation Package | DP 2A Earthwork + Undergr. Site Utility Pkg | DP 3 Steel Package |
|------------------------|--|---------------|-------------------------|---------|----------------------------|-------------------------------|--|--------------------------|
| Dwg No | Drawing Name | Scale | 1/11/12 | 2/8/12 | 2/15/12 | 2/17/12 | 3/7/12 | 3/9/12 |
| EPS3-4-B2 | Electrical Power and Signal - Suite Level Roof Area B2 Plan | 1/8" = 1'-0" | | X | | | | |
| EPS3-4-C1 | Electrical Power and Signal - Suite Level Roof Area C1 Plan | 1/8" = 1'-0" | | X | | | | |
| EPS3-4-C2 | Electrical Power and Signal - Suite Level Roof Area C2 Plan | 1/8" = 1'-0" | | | | | | |
| EPS3-5-1 | Electrical Room Details | 1/4" = 1'-0" | | X | | | | |
| EPS3-5-2 | PPL Transformer Yard, Generator Yard, Main Elec Emerg Room | | | | | | | |
| EPS3-5-3 | Telecommunication Room Details | 1/4" = 1'-0" | | X | | | | |
| EPS3-5-4 | Typical Suite Details - Power, Signal and Lighting Plan | 1/4" = 1'-0" | | X | | | | |
| EF3-1-1 | Electrical Food Service Plan | 1/4" = 1'-0" | | | | | | |
| EF3-1-2 | Electrical Food Service Plan | 1/4" = 1'-0" | | | | | | |
| EF3-1-3 | Electrical Food Service Plan | 1/4" = 1'-0" | | | | | | |
| EL1-1 | Electrical Lighting - Field Level Reference Plan | 1/32" = 1'-0" | | | | | | |
| EL1-2 | Electrical Lighting - Concourse Level Reference Plan | 1/32" = 1'-0" | | | | | | |
| EL1-3 | Electrical Lighting - Suite Level Reference Plan | 1/32" = 1'-0" | | | | | | |
| EL3-1-A2 | Electrical Lighting - Field Level Area A2 Plan | 1/8" = 1'-0" | | X | | | | |
| EL3-1-B1 | Electrical Lighting - Field Level Area B1 Plan | 1/8" = 1'-0" | | X | | | | |
| EL3-1-C2 | Electrical Lighting - Field Level Area C2 Plan | 1/8" = 1'-0" | | X | | | | |
| EL3-1-D1 | Electrical Lighting - Field Level Area D1 Plan | 1/8" = 1'-0" | | X | | | | |
| EL3-1-D2 | Electrical Lighting - Field Level Area D2 Plan | 1/8" = 1'-0" | | X | | | | |
| EL3-2-A1 | Electrical Lighting - Main Concourse Area A1 Plan | 1/8" = 1'-0" | | X | | | | |
| EL3-2-A2 | Electrical Lighting - Main Concourse Area A2 Plan | 1/8" = 1'-0" | | X | | | | |
| EL3-2-B1 | Electrical Lighting - Main Concourse Area B1 Plan | 1/8" = 1'-0" | | X | | | | |
| EL3-2-B2 | Electrical Lighting - Main Concourse Area B2 Plan | 1/8" = 1'-0" | | X | | | | |
| EL3-2-C1 | Electrical Lighting - Main Concourse Area C1 Plan | 1/8" = 1'-0" | | X | | | | |
| EL3-2-C2 | Electrical Lighting - Main Concourse Area C2 Plan | 1/8" = 1'-0" | | X | | | | |
| EL3-2-D1 | Electrical Lighting - Main Concourse Area D1 Plan | 1/8" = 1'-0" | | X | | | | |
| EL3-2-D2 | Electrical Lighting - Main Concourse Area D2 Plan | 1/8" = 1'-0" | | X | | | | |
| EL3-2-E1 | Electrical Lighting - Main Concourse Area E1 Plan | 1/8" = 1'-0" | | X | | | | |
| EL3-3-B1 | Electrical Lighting - Suite Level / Main Concourse Roof Area B1 Plan | 1/8" = 1'-0" | | X | | | | |
| EL3-3-B2 | Electrical Lighting - Suite Level / Main Concourse Roof Area B2 Plan | 1/8" = 1'-0" | | X | | | | |
| EL3-3-C1 | Electrical Lighting - Suite Level / Main Concourse Roof Area C1 Plan | 1/8" = 1'-0" | | X | | | | |
| EL3-3-C2 | Electrical Lighting - Suite Level / Main Concourse Roof Area C2 Plan | 1/8" = 1'-0" | | X | | | | |
| EL3-4-B1 | Electrical Lighting - Suite Level Roof Area B1 Plan | 1/8" = 1'-0" | | | | | | |
| EL3-4-B2 | Electrical Lighting - Suite Level Roof Area B2 Plan | 1/8" = 1'-0" | | | | | | |
| EL3-4-C1 | Electrical Lighting - Suite Level Roof Area C1 Plan | 1/8" = 1'-0" | | | | | | |
| EL3-4-C2 | Electrical Lighting - Suite Level Roof Area C2 Plan | 1/8" = 1'-0" | | | | | | |
| E4-1-1 | SLD - Normal Power - MSWBD-1 | None | | X | | | | |
| E4-1-2 | SLD - Normal Power - Power and Distribution Panels | None | | X | | | | |
| E4-2-1 | SLD - Emergency Generator Power - Distribution | None | | X | | | | |
| E5-1-1 | Telecommunications Riser Diagram | None | | X | | | | |
| E5-2-1 | Luminaire Schedule | None | | X | | | | |
| E5-3-1 | Grounding Diagram | None | | X | | FIO | | |
| E5-4-1 | Lighting Control Diagram | None | | | | | | |
| E6-1-1 | Sports Lighting Horizontal Lighting Calculation Zone Plan | 1/32" = 1'-0" | | X | | | | |
| E6-1-2 | Sports Lighting Vertical Lighting Calculation Zone Plan | 1/32" = 1'-0" | | X | | | | |
| E6-2-1 | Sports Lighting Rack Details and Sections | None | | X | | | | |
| E6-2-2 | Sports Lighting Rack Details and Sections | None | | | | | | |
| E8-1-1 | Electrical Details | None | | X | | | | |
| E8-2-1 | Telecommunication Details | None | | X | | FIO | | |
| E8-3-1 | Lighting Details | None | | | | | | |
| HPE-1 | Mechanical Equipment Coordination Schedule | None | | | | | | |
| HPE-2 | Mechanical Equipment Coordination Schedule | None | | | | | | |
| Fire Protection | | | | | | | | |
| FP1-1 | Fire Protection Field Level Reference Plan | 1/32" = 1'-0" | | | | | | |
| FP1-2 | Fire Protection Main Concourse Level Reference Plan | 1/32" = 1'-0" | | | | | | |
| FP1-3 | Fire Protection Suite/Club Level Reference Plan | 1/32" = 1'-0" | | | | | | |
| FP3-2-A2 | Main Concourse Area A2 Plan - Fire Protection | 1/8" = 1'-0" | | | | | | |
| FP3-2-B1 | Main Concourse Area B1 Plan - Fire Protection | 1/8" = 1'-0" | | X | | | | |
| FP3-2-B2 | Main Concourse Area B2 Plan - Fire Protection | 1/8" = 1'-0" | | X | | | | |
| FP3-2-C1 | Main Concourse Area C1 Plan - Fire Protection | 1/8" = 1'-0" | | X | | | | |
| FP3-2-C2 | Main Concourse Area C2 Plan - Fire Protection | 1/8" = 1'-0" | | X | | | | |
| FP3-2-D1 | Main Concourse Area D1 Plan - Fire Protection | 1/8" = 1'-0" | | X | | | | |
| FP3-2-D2 | Main Concourse Area D2 Plan - Fire Protection | 1/8" = 1'-0" | | X | | | | |
| FP3-3-B1 | Suite Level Area B1 Plan - Fire Protection | 1/8" = 1'-0" | | X | | | | |
| FP3-3-B2 | Suite Level Area B2 Plan - Fire Protection | 1/8" = 1'-0" | | X | | | | |
| FP3-3-C1 | Suite Level Area C1 Plan - Fire Protection | 1/8" = 1'-0" | | X | | | | |
| FP3-3-C2 | Suite Level Area C2 Plan - Fire Protection | 1/8" = 1'-0" | | X | | | | |
| Fire Alarm | | | | | | | | |
| FA0-1 | Fire Alarm Cover Sheet | N/A | | X | | | | |
| FA3-1-A | Field Level Area A Plan | 1/16" = 1'-0" | | | | | | |
| FA3-1-B | Field Level Area B Plan | 1/16" = 1'-0" | | | | | | |
| FA3-2-A | Main Concourse Area A Plan | 1/16" = 1'-0" | | | | | | |
| FA3-2-B | Main Concourse Area B Plan | 1/16" = 1'-0" | | | | | | |
| FA3-3-A | Suite Level / Main Concourse Roof Area B1 Plan | 1/16" = 1'-0" | | | | | | |
| FA3-3-B | Suite Level / Main Concourse Roof Area B2 Plan | 1/16" = 1'-0" | | | | | | |
| FA3-1-A2 | Electrical Power and Signal - Field Level Area A2 Plan | 1/8" = 1'-0" | | X | | | | |
| FA3-1-B1 | Electrical Power and Signal - Field Level Area B1 Plan | 1/8" = 1'-0" | | X | | | | |
| FA3-1-C2 | Electrical Power and Signal - Field Level Area C2 Plan | 1/8" = 1'-0" | | X | | | | |
| FA3-1-D1 | Electrical Power and Signal - Field Level Area D1 Plan | 1/8" = 1'-0" | | X | | | | |
| FA3-1-D2 | Electrical Power and Signal - Field Level Area D2 Plan | 1/8" = 1'-0" | | | | | | |
| FA3-2-A1 | Electrical Power and Signal - Main Concourse Area A1 Plan | 1/8" = 1'-0" | | | | | | |

LACKAWANNA COUNTY STADIUM

Package Title

Drawing List

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|---------------------|---|--------------|-------------------------|---------|----------------------------|-------------------------------|--|--------------------------|
| Dwg No | Drawing Name | Scale | 1/11/12 | 2/8/12 | 2/15/12 | 2/17/12 | 3/7/12 | 3/9/12 |
| FA3-2-A2 | Electrical Power and Signal - Main Concourse Area A2 Plan | 1/8" = 1'-0" | | | | | | |
| FA3-2-B1 | Electrical Power and Signal - Main Concourse Area B1 Plan | 1/8" = 1'-0" | | X | | | | |
| FA3-2-B2 | Electrical Power and Signal - Main Concourse Area B2 Plan | 1/8" = 1'-0" | | X | | | | |
| FA3-2-C1 | Electrical Power and Signal - Main Concourse Area C1 Plan | 1/8" = 1'-0" | | X | | | | |
| FA3-2-C2 | Electrical Power and Signal - Main Concourse Area C2 Plan | 1/8" = 1'-0" | | X | | | | |
| FA3-2-D1 | Electrical Power and Signal - Main Concourse Area D1 Plan | 1/8" = 1'-0" | | | | | | |
| FA3-2-D2 | Electrical Power and Signal - Main Concourse Area D2 Plan | 1/8" = 1'-0" | | | | | | |
| FA3-3-B1 | Electrical Power and Signal - Suite Level / Main Concourse Roof Area B1 | 1/8" = 1'-0" | | X | | | | |
| FA3-3-B2 | Electrical Power and Signal - Suite Level / Main Concourse Roof Area B2 | 1/8" = 1'-0" | | X | | | | |
| FA3-3-C1 | Electrical Power and Signal - Suite Level / Main Concourse Roof Area C1 | 1/8" = 1'-0" | | X | | | | |
| FA3-3-C2 | Electrical Power and Signal - Suite Level / Main Concourse Roof Area C2 | 1/8" = 1'-0" | | X | | | | |
| FA5-1 | Fire Alarm Notes, I/O Matrix and Network Architecture | N/A | | X | | | | |
| FA5-2 | Fire Alarm Details | N/A | | X | | | | |
| Audio Visual | | | | | | | | |
| AV0-0 | General Notes and Legend | None | | X | | | | |
| AV3-1-B1 | Field Level Area B1 Plan | 1/8" = 1'-0" | | X | | | | |
| AV3-1-B2 | Field Level Area B2 Plan | 1/8" = 1'-0" | | X | | | | |
| AV3-1-C2 | Field Level Area C2 Plan | 1/8" = 1'-0" | | X | | | | |
| AV3-2 | Main Concourse Site Plan | | | X | | | | |
| AV3-2-A1 | Main Concourse Area A1 Plan | 1/8" = 1'-0" | | X | | | | |
| AV3-2-A2 | Main Concourse Area A2 Plan | 1/8" = 1'-0" | | X | | | | |
| AV3-2-B1 | Main Concourse Area B1 Plan | 1/8" = 1'-0" | | X | | | | |
| AV3-2-B2 | Main Concourse Area B2 Plan | 1/8" = 1'-0" | | X | | | | |
| AV3-2-C1 | Main Concourse Area C1 Plan | 1/8" = 1'-0" | | X | | | | |
| AV3-2-C2 | Main Concourse Area C2 Plan | 1/8" = 1'-0" | | X | | | | |
| AV3-2-D1 | Main Concourse Area D1 Plan | 1/8" = 1'-0" | | X | | | | |
| AV3-2-D2 | Main Concourse Area D2 Plan | 1/8" = 1'-0" | | X | | | | |
| AV3-3-B1 | Suite Level Area B1 Plan | 1/8" = 1'-0" | | X | | | | |
| AV3-3-B2 | Suite Level Area B2 Plan | 1/8" = 1'-0" | | X | | | | |
| AV3-3-C1 | Suite Level Area C1 Plan | 1/8" = 1'-0" | | X | | | | |
| AV3-3-C2 | Suite Level Area C2 Plan | 1/8" = 1'-0" | | X | | | | |
| AV3-4-B1 | Roof Level Area B1 Plan | 1/8" = 1'-0" | | X | | | | |
| AV3-4-B2 | Roof Level Area B2 Plan | 1/8" = 1'-0" | | X | | | | |
| AV3-4-C1 | Roof Level Area C1 Plan | 1/8" = 1'-0" | | X | | | | |
| AV3-4-C2 | Roof Level Area C2 Plan | 1/8" = 1'-0" | | X | | | | |
| AV4-1 | Sections | | | X | | | | |
| AV4-2 | Sections | | | X | | | | |
| AV4-3 | Sections | | | X | | | | |
| AV3-24-1 | Enlarged Plan | 1/4" = 1'-0" | | X | | | | |
| AV5-1-1 | Broadcast Details | None | | X | | | | |
| AV6-1-0 | Audio Visual Standard Details | None | | X | | | | |
| AV6-1-1 | Console Functional Diagram | None | | X | | | | |
| AV6-1-2 | Seating Bowl Functional Diagram | None | | X | | | | |
| AV6-1-3 | Seating Bowl Functional Diagram | None | | X | | | | |
| AV6-1-4 | Writing Press/Broadcast Booths Functional Diagram | None | | X | | | | |
| AV6-1-5 | Club/Ticket Window Functional Diagram | None | | X | | | | |
| AV6-1-6 | Restroom/Concession Functional Diagram | None | | X | | | | |
| AV6-1-7 | Production Intercom Functional Diagram | None | | X | | | | |
| AV6-1-8 | DSP Control Diagram | None | | X | | | | |
| AV6-1-9 | Plate Details | None | | X | | | | |
| AV6-1-10 | Panel Details | None | | X | | | | |
| AV7-1-1 | CATV Headend Diagram | None | | X | | | | |
| AV7-1-2 | CATV System Details | None | | X | | | | |
| AV7-1-3 | CATV System Details | None | | X | | | | |
| Food Service | | | | | | | | |
| FS-1.0 | Outfield Bar Food Service Equipment Schedule | 1/4" = 1'-0" | | X | | | | |
| FS-2.0 | First Base Grill Food Service Equipment Schematic Plan | 1/4" = 1'-0" | | X | | | | |
| FS-3.0 | Commissary Food Service Equipment Schematic Plan | 1/4" = 1'-0" | | X | | | | |
| FS-4.0 | First Base Cheesesteak Stand Food Service Equipment Schematic Plan | 1/4" = 1'-0" | | X | | | | |
| FS-5.0 | Third Base Pizza Stand Food Service Equipment Schematic Plan | 1/4" = 1'-0" | | X | | | | |
| FS-6.0 | Third Base Grill Food Service Equipment Schematic Plan | 1/4" = 1'-0" | | X | | | | |
| FS-7.0 | Vendor Room Food Service Equipment Schematic Plan | 1/4" = 1'-0" | | X | | | | |
| FS-8.0 | Picnic Area Food Service Equipment Schematic Plan | 1/4" = 1'-0" | | X | | | | |
| FS-9.0 | Suite Kitchen and Club Buffet Food Service Equipment Schematic Plan | 1/4" = 1'-0" | | X | | | | |
| FS-10.0 | Club Bar, Buffet and Action Station Food Service Equipment Schematic Plan | 1/4" = 1'-0" | | X | | | | |
| MSE Wall | | | | | | | | |
| W1 | Wall Location Plan | 1" = 20' | | | X | | X | |
| W2 | Wall Elevations | 1" = 5' | | | X | | X | |
| W3 | Wall Elevations | 1" = 5' | | | X | | X | |
| W4 | Wall Details | NTS | | | X | | X | |
| W5 | Cross-Sections | NTS | | | | | X | |
| W6 | Specifications | NTS | | | | | X | |

**GMP AMENDMENT
ATTACHMENT "C-3"**

| PNC FIELD - LACKAWANNA COUNTY STADIUM SPECIFICATION LIST 3/26/12 | | | | | | |
|---|--|---|------------------------------------|---|--|--|
| Division | Section Title | Bid Package 1 - Demolition 1.11.12 | CD Progress Set 2.08.12 | Bid Package 2 - Foundation 2.17.12 | Design Package 2A - Foundation 3.7.12 | Design Package 3 - Steel 3.9.12 |
| DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS | | | | | | |
| 00 01 00 | INVITATION TO BID | | | | | |
| 00 10 00 | INSTRUCTIONS TO BIDDERS | | | | | |
| 00 20 00 | INFORMATION FOR BIDDERS | | | | | |
| 00 30 00 | PROPOSAL FORM | | | | | |
| 00 41 00 | BID BOND (AIA Form A 310; by reference) | | | | | |
| 00 51 00 | AGREEMENT (AIA Form A 101; 2007 [1997] by reference) | | | | | |
| 00 51 10 | SUPPLEMENT TO THE AGREEMENT | | | | | |
| 00 57 00 | WAIVER OF LIENS | | | | | |
| 00 61 00 | PERFORMANCE BOND (AIA Form A 312; by reference) | | | | | |
| 00 62 00 | PAYMENT BOND (AIA Form A 312; by reference) | | | | | |
| 00 71 00 | GENERAL CONDITIONS (AIA Form A 201; 2007[1997 by reference]) | | | | | |
| 00 81 00 | SUPPLEMENTARY CONDITIONS 2007 [1997] | | | | | |
| 00 85 00 | DRAWING LIST | | | | | |
| DIVISION 01 - GENERAL REQUIREMENTS | | | | | | |
| 01 10 00 | SUMMARY | | | | | |
| 01 21 00 | ALLOWANCES | | | | | |
| 01 22 00 | UNIT PRICES | | | | | |
| 01 23 00 | ALTERNATES | | | | | |
| 01 26 00 | CONTRACT MODIFICATION PROCEDURES | | | | | • |
| 01 29 00 | PAYMENT PROCEDURES | | | | | • |
| 01 31 00 | PROJECT MANAGEMENT AND COORDINATION | | | | | • |
| 01 32 00 | CONSTRUCTION PROGRESS DOCUMENTATION | | | | | |
| 01 32 33 | PHOTOGRAPHIC DOCUMENTATION | | | | | |
| 01 33 00 | SUBMITTAL PROCEDURES | | | | | • |
| 01 40 00 | QUALITY REQUIREMENTS | | | | | • |
| 01 41 00 | TESTING LABORATORY SERVICES (For Information Only) | | • | • | | |
| 01 42 00 | REFERENCES | | | | | • |
| 01 50 00 | TEMPORARY FACILITIES AND CONTROLS | | | | | • |
| 01 56 39 | TEMPORARY TREE AND PLANT PROTECTION | | | | | • |
| 01 60 00 | PRODUCT REQUIREMENTS | | | | | • |
| 01 73 00 | EXECUTION | | | | | • |
| 01 73 29 | CUTTING AND PATCHING | | | | | • |
| 01 74 19 | CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL | | | | | • |
| 01 77 00 | CLOSEOUT PROCEDURES | | | | | • |
| 01 78 23 | OPERATION AND MAINTENANCE DATA | | | | | |
| 01 78 39 | PROJECT RECORD DOCUMENTS | | | | | • |
| 01 79 00 | DEMONSTRATION AND TRAINING | | | | | |
| 01 91 00 | TESTING, ADJUSTING, AND BALANCING FOR HVAC | | | | | |
| <i>Facility Construction Subgroup</i> | | | | | | |
| DIVISION 02 - EXISTING CONDITIONS | | | | | | |
| 02 41 16 | STRUCTURE DEMOLITION | • | | | | |

**GMP AMENDMENT
ATTACHMENT "C-3"**

| Division | Section Title | Bid Package 1 - Demolition 1.11.12 | CD Progress Set 2.08.12 | Bid Package 2 - Foundation 2.17.12 | Design Package 2A - Foundation 3.7.12 | Design Package 3 - Steel 3.9.12 |
|--|--|---------------------------------------|----------------------------|---------------------------------------|--|------------------------------------|
| 02 41 19 | SELECTIVE DEMOLITION | • | | | | |
| 02 44 00 | ALTERATION PROJECT PROCEDURES | | | | | |
| DIVISION 03 - CONCRETE | | | | | | |
| 03 30 00 | CAST-IN-PLACE CONCRETE | | • | • | | |
| 03 41 00 | PRECAST STRUCTURAL CONCRETE | | • | | | |
| DIVISION 04 - MASONRY | | | | | | |
| 04 20 00 | UNIT MASONRY | | | • | | |
| 04 43 00 | STONE MASONRY | | | | | |
| DIVISION 05 - METALS | | | | | | |
| 05 12 00 | STRUCTURAL STEEL FRAMING | | • | | | • |
| 05 21 00 | STEEL JOIST FRAMING | | • | | | • |
| 05 31 00 | STEEL DECKING | | • | | | • |
| 05 40 00 | COLD-FORMED METAL FRAMING | | | | | |
| 05 50 00 | METAL FABRICATIONS | | | | | |
| 05 51 00 | METAL STAIRS AND RAILINGS | | | | | |
| 05 70 00 | DECORATIVE METAL | | | | | |
| 05 73 00 | DECORATIVE METAL RAILINGS ??? | | | | | |
| DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES | | | | | | |
| 06 10 00 | ROUGH CARPENTRY | | | | | |
| 06 20 23 | FINISH CARPENTRY | | | | | |
| 06 73 00 | COMPOSITE DECKING | | | | | |
| DIVISION 07 - THERMAL AND MOISTURE PROTECTION | | | | | | |
| 07 11 13 | BITUMINOUS DAMPPROOFING | | | • | | |
| 07 14 13 | HOT FLUID APPLIED RUBBERIZED ASPHALT WATERPROOFING | | | • | | |
| 07 17 00 | BENTONITE WATERPROOFING | | | • | | |
| 07 21 00 | THERMAL INSULATION | | | | | |
| 07 21 19 | SPRAY FOAM SEALANT SYSTEM | | | | | |
| 07 26 00 | FLUID-APPLIED MEMBRANE AIR & VAPOR BARRIER (AVB) | | | • | | |
| 07 42 13 | METAL WALL PANELS | | • | | | |
| 07 42 43 | COMPOSITE WALL PANELS | | • | | | |
| 07 53 23 | EPDM ROOFING - ADHERED MEMBRANE | | | | | |
| 07 62 00 | SHEET METAL FLASHING AND TRIM | | | | | |
| 07 72 00 | ROOF ACCESSORIES | | | | | |
| 07 81 00 | APPLIED FIREPROOFING | | | | | |
| 07 84 13 | FIRESTOPPING | | | • | | |
| 07 92 00 | JOINT SEALANTS | | | • | | |
| 07 95 00 | EXPANSION CONTROL | | | | | |
| DIVISION 08 - OPENINGS | | | | | | |
| 08 11 13 | HOLLOW METAL DOORS AND FRAMES | | | | | |
| 08 14 16 | FLUSH WOOD DOORS | | | | | |
| 08 31 13 | ACCESS DOORS AND FRAMES | | | | | |
| 08 33 23 | OVERHEAD COILING DOORS | | | | | |
| 08 33 24 | OVERHEAD COILING SHUTTERS | | | | | |
| 08 41 13 | ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS | | | | | |

**GMP AMENDMENT
ATTACHMENT "C-3"**

| Division | Section Title | Bid Package 1 - Demolition 1.11.12 | CD Progress Set 2.08.12 | Bid Package 2 - Foundation 2.17.12 | Design Package 2A - Foundation 3.7.12 | Design Package 3 - Steel 3.9.12 |
|---|--|---------------------------------------|----------------------------|---------------------------------------|--|------------------------------------|
| 08 44 13 | GLAZED ALUMINUM CURTAIN WALLS | | • | | | |
| 08 71 00 | DOOR HARDWARE | | | | | |
| 08 80 00 | GLAZING | | | | | |
| 08 90 00 | LOUVERS AND VENTS | | | | | |
| DIVISION 09 - FINISHES | | | | | | |
| 09 29 00 | GYPSUM BOARD SYSTEMS | | | | | |
| 09 30 00 | TILING AND STONE TILING | | | | | |
| 09 51 13 | ACOUSTICAL CEILINGS | | | | | |
| 09 64 66 | RESILIENT ATHLETIC FLOORING | | | | | |
| 09 65 13 | RESILIENT BASE AND ACCESSORIES | | | | | |
| 09 65 16 | RESILIENT FLOORING | | | | | |
| 09 67 23 | RESINOUS FLOORING | | | | | |
| 09 68 13 | TILE CARPETING | | | | | |
| 09 68 16 | SHEET CARPETING | | | | | |
| 09 72 00 | WALL COVERINGS | | | | | |
| 09 77 23 | FABRIC-WRAPPED PANELS | | | | | |
| 09 91 14 | COATINGS FOR STRUCTURAL STEEL | | • | | | • |
| 09 91 13 | EXTERIOR PAINTING | | | | | |
| 09 91 23 | INTERIOR PAINTING | | | | | |
| 09 96 00 | HIGH PERFORMANCE COATINGS | | | | | |
| DIVISION 10 - SPECIALTIES | | | | | | |
| 10 14 00 | SIGNAGE | | | | | |
| 10 21 13 | TOILET COMPARTMENTS | | | | | |
| 10 21 23 | CUBICLE CURTAIN | | | | | |
| 10 22 26 | OPERABLE PARTITIONS | | | | | |
| 10 26 00 | WALL AND DOOR PROTECTION | | | | | |
| 10 28 00 | TOILET, BATH, AND LAUNDRY ACCESSORIES | | | | | |
| 10 44 13 | FIRE EXTINGUISHER CABINETS | | | | | |
| 10 51 13 | LOCKERS | | | | | |
| 10 75 00 | FLAGPOLES | | | | | |
| DIVISION 11 - EQUIPMENT | | | | | | |
| 11 13 00 | LOADING DOCK EQUIPMENT | | | | | |
| 11 31 00 | RESIDENTIAL APPLIANCES | | | | | |
| 11 40 00 | FOOD SERVICE EQUIPMENT | | | | | |
| 11 48 00 | FOUL BALL NETTING | | | | | |
| 11 52 00 | TELEVISION ENCLOSURES + BRACKETS | | | | | |
| 11 63 10 | SCORING, VIDEO AND MATRIX DISPLAY SYSTEM | | | | | |
| 11 63 50 | VIDEO REPLAY SYSTEM | | | | | |
| 11 68 33 | FIELD WALL PADS | | | | | |
| DIVISION 12 - FURNISHINGS | | | | | | |
| 12 36 40 | STONE COUNTERTOPS | | | | | |
| 12 61 00 | OUTDOOR STADIUM SEATING | | | | | |
| 12 93 00 | SITE FURNISHINGS | | | | | |
| DIVISION 13 - SPECIAL CONSTRUCTION | | | | | | |

**GMP AMENDMENT
ATTACHMENT "C-3"**

| Division | Section Title | Bid Package 1 - Demolition 1.11.12 | CD Progress Set 2.08.12 | Bid Package 2 - Foundation 2.17.12 | Design Package 2A - Foundation 3.7.12 | Design Package 3 - Steel 3.9.12 |
|---|---|---------------------------------------|----------------------------|---------------------------------------|--|------------------------------------|
| DIVISION 14 - CONVEYING EQUIPMENT | | | | | | |
| 14 24 00 | HYDRAULIC ELEVATORS | | | | | |
| <i>Facility Services Subgroup</i> | | | | | | |
| DIVISION 21 - FIRE SUPPRESSION | | | | | | |
| 21 00 00 | FIRE SUPPRESSION | | • | | | |
| DIVISION 22 - PLUMBING | | | | | | |
| 22 05 00 | COMMON MATERIALS AND METHODS FOR PLUMBING | | • | | | |
| 22 05 13 | ELECTRICAL REQUIREMENTS FOR PLUMBING EQUIPMENT | | | | | |
| 22 05 33 | HEAT TRACING FOR PLUMBING EQUIPMENT | | • | | | |
| 22 07 00 | PLUMBING INSULATION | | • | | | |
| 22 10 00 | PLUMBING SYSTEMS | | • | | | |
| 22 11 00 | DISINFECTION OF DOMESTIC WATER LINES | | • | | | |
| 22 11 13 | FACILITY WATER DISTRIBUTION PIPING | | | | • | |
| 22 13 13 | FACILITY SANITARY SEWERS | | | | • | |
| 22 11 23 | PLUMBING PUMPS | | | | | |
| 22 40 00 | PLUMBING FIXTURES AND TRIM | | • | | | |
| DIVISION 23 - HEATING VENTILATING AND AIR CONDITIONING | | | | | | |
| 23 05 00 | COMMON MATERIALS AND METHODS FOR HVAC | | | | | |
| 23 05 13 | ELECTRICAL REQUIREMENTS FOR HVAC EQUIPMENT | | | | | |
| 23 05 48 | VIBRATION ISOLATION AND SEISMIC RESTRAINTS FOR HVAC SYSTEMS | | | | | |
| 23 07 00 | HVAC INSULATION | | | | | |
| 23 21 13 | HYDRONIC PIPING SYSTEM | | | | | |
| 23 21 23 | HVAC PUMPS | | | | | |
| 23 25 00 | HVAC WATER TREATMENT | | | | | |
| 23 30 00 | DUCTWORK AND DUCTWORK ACCESSORIES | | | | | |
| 23 34 00 | FANS AND VENTILATORS | | | | | |
| 23 41 00 | AIR FILTRATION | | | | | |
| 23 50 00 | CENTRAL HEATING EQUIPMENT | | | | | |
| 23 70 00 | AIR HANDLING UNITS | | | | | |
| 23 80 00 | HEAT TRANSFER | | | | | |
| 23 81 00 | UNITARY AIR CONDITIONING | | | | | |
| DIVISION 25 - INTEGRATED AUTOMATION | | | | | | |
| 25 09 00 | INSTRUMENTATION AND CONTROLS FOR HVAC | | | | | |
| 25 09 33 | SEQUENCE OF OPERATIONS FOR HVAC CONTROLS | | | | | |
| DIVISION 26 - ELECTRICAL | | | | | | |
| 26 05 00 | COMMON MATERIALS AND METHODS FOR ELECTRICAL | | | | | |
| 26 05 19 | LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES | | | | | |
| 26 05 26 | GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS | | | | | |
| 26 05 29 | HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS | | | | | |
| 26 05 33 | RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS | | | | | |
| 26 05 36 | CABLE TRAYS FOR ELECTRICAL SYSTEMS | | | | | |
| 26 05 43 | UNDERGROUND DUCTS AND STRUCTURES FOR ELECTRICAL | | | | | |

**GMP AMENDMENT
ATTACHMENT "C-3"**

| Division | Section Title | Bid Package 1 - Demolition 1.11.12 | CD Progress Set 2.08.12 | Bid Package 2 - Foundation 2.17.12 | Design Package 2A - Foundation 3.7.12 | Design Package 3 - Steel 3.9.12 |
|---|---|---|------------------------------------|---|--|--|
| 26 05 48 | VIBRATION AND SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS | | | | | |
| 26 05 53 | IDENTIFICATION FOR ELECTRICAL SYSTEMS | | | | | |
| 26 05 73 | ELECTRICAL SYSTEMS STUDIES AND ANALYSIS | | | | | |
| 26 06 00 | SCHEDULES FOR ELECTRICAL | | | | | |
| 26 09 23 | LIGHTING CONTROL DEVICES | | | | | |
| 26 09 43 | NETWORK LIGHTING CONTROLS | | | | | |
| 26 22 00 | LOW-VOLTAGE TRANSFORMERS | | | | | |
| 26 24 13 | SWITCHBOARDS | | | | | |
| 26 24 16 | PANELBOARDS | | | | | |
| 26 27 13 | ELECTRICITY METERING | | | | | |
| 26 27 26 | WIRING DEVICES | | | | | |
| 26 28 16 | ENCLOSED SWITCHES AND CIRCUIT BREAKERS | | | | | |
| 26 29 13 | ENCLOSED CONTROLLERS | | | | | |
| 26 29 23 | VARIABLE FREQUENCY MOTOR SPEED CONTROLLERS (VFD) | | | | | |
| 26 32 13 | ENGINE GENERATORS | | | | | |
| 26 36 00 | TRANSFER SWITCHES | | | | | |
| 26 41 13 | LIGHTNING PROTECTION FOR STRUCTURES | | | | | |
| 26 43 13 | TRANSIENT-VOLTAGE SUPPRESSION FOR LOW-VOLTAGE | | | | | |
| 26 51 00 | INTERIOR LIGHTING | | | | | |
| 26 56 00 | EXTERIOR LIGHTING | | | | | |
| 26 56 68 | EXTERIOR ATHLETIC LIGHTING | | | | | |
| DIVISION 27 - COMMUNICATIONS | | | | | | |
| 27 05 00 | COMMON MATERIALS AND METHODS FOR COMMUNICATIONS | | | | | |
| 27 11 00 | COMMUNICATIONS EQUIPMENT ROOM FITTINGS | | | | | |
| 27 13 00 | COMMUNICATIONS BACKBONE CABLING | | | | | |
| 27 15 00 | COMMUNICATIONS HORIZONTAL CABLING | | | | | |
| 27 13 | CATV SYSTEM | | | | | |
| 27 41 | SOUND REINFORCEMENT | | | | | |
| 27 60 | BROADCAST CABLE SYSTEM | | | | | |
| DIVISION 28 - ELECTRONIC SAFETY AND SECURITY | | | | | | |
| 28 05 00 | COMMON MATERIALS AND METHODS FOR ELECTRONIC SAFETY | | | | | |
| 28 05 13 | CONDUCTORS AND CABLES FOR ELECTRONIC SAFETY AND | | | | | |
| 28 08 00 | COMMISSIONING OF ELECTRONIC SAFETY AND SECURITY | | | | | |
| 28 13 00 | ACCESS CONTROL | | | | | |
| 28 16 00 | INTRUSION DETECTION | | | | | |
| 28 16 43 | PERIMETER SECURITY SYSTEMS | | | | | |
| 28 23 00 | VIDEO SURVEILLANCE | | | | | |
| 28 31 11 | DIGITAL, ADDRESSABLE FIRE-DETECTION AND ALARM SYSTEM | | | | | |
| 28 31 12 | ZONED (DC LOOP) FIRE-DETECTION AND ALARM SYSTEM | | | | | |
| 28 32 11 | AREA OF REFUGE TWO-WAY COMMUNICATION SYSTEM | | | | | |
| <i>Site and Infrastructure Subgroup</i> | | | | | | |
| DIVISION 31 - EARTHWORK | | | | | | |
| 31 10 00 | SITE CLEARING | | | | | |
| 31 20 00 | EARTH MOVING | | | | | |

**GMP AMENDMENT
ATTACHMENT "C-3"**

| Division | Section Title | Bid Package 1 - Demolition 1.11.12 | CD Progress Set 2.08.12 | Bid Package 2 - Foundation 2.17.12 | Design Package 2A - Foundation 3.7.12 | Design Package 3 - Steel 3.9.12 |
|--|---|---------------------------------------|----------------------------|---------------------------------------|--|------------------------------------|
| 31 22 19 | FINISH GRADING | | | | | |
| 31 23 19 | DEWATERING | | | • | | |
| 31 25 00 | SOIL EROSION & SEDIMENT CONTROL | | | | | |
| 31 50 00 | EXCAVATION SUPPORT AND PROTECTION | | | • | | |
| DIVISION 32 - EXTERIOR IMPROVEMENTS | | | | | | |
| 32 05 13 | SOILS FOR EXTERIOR IMPROVEMENTS | | | | | |
| 32 12 16 | HOT MIXED ASPHALT | | | | | |
| 32 13 13 | CONCRETE PAVING | | | | | |
| 32 13 16 | DECORATIVE CONCRETE PAVING | | | | | |
| 32 13 73 | CONCRETE PAVING JOINT SEALANTS | | | | | |
| 32 14 00 | UNIT PAVING | | | | | |
| 32 14 13 | PRECAST CONCRETE PAVING | | | | | |
| 32 15 40 | CRUSHED STONE SURFACING | | | | | |
| 32 18 23 | OUTDOOR SYNTHETIC TURF PLAYING FIELD SYSTEM | | | | | |
| 32 31 13 | CHAIN LINK FENCES AND GATES | | | | | |
| 32 40 00 | SITE IMPROVEMENTS | | | | | |
| 32 91 13 | PLANTING SOILS | | | | | |
| 32 91 19 | TOPSOIL | | | | | |
| 32 92 00 | TURF AND GRASSES | | | | | |
| 32 93 00 | PLANTS | | | | | |
| 32 94 13 | LANDSCAPE EDGING | | | | | |
| DIVISION 33 - UTILITIES | | | | | | |
| 33 05 00 | COMMON WORK RESULTS FOR UTILITIES | | | | | |
| 33 41 00 | STORM UTILITY DRAINAGE PIPING | | | | • | |
| 33 46 00 | SUBDRAINAGE | | | | | |

**PNC FIELD
LACKAWANNA COUNTY STADIUM**

**GUARANTEED MAXIMUM PRICE AMENDMENT
ATTACHMENT D
PRELIMINARY PROJECT SCHEDULE**

| ID | Task Name | Duration | Start | Finish | 2010 | | 2011 | | 2012 | | 2013 | | 2014 | |
|----|------------------------------|----------|-------------|--------------|------|----|------|----|------|----|------|----|------|----|
| | | | | | H1 | H2 | H1 | H2 | H1 | H2 | H1 | H2 | H1 | H2 |
| 1 | PRECONSTRUCTION PHASE | 242 days | Wed 6/15/11 | Thu 5/7/12 | | | | | | | | | | |
| 2 | SD DD Approvals | 211 days | Wed 6/15/11 | Wed 4/4/12 | | | | | | | | | | |
| 3 | Award Professional Contracts | 20 days | Wed 6/15/11 | Tue 7/12/11 | | | | | | | | | | |
| 4 | Regulatory Approvals | 191 days | Wed 7/13/11 | Wed 4/4/12 | | | | | | | | | | |
| 5 | Schematic Design | 45 days | Wed 7/13/11 | Tue 9/13/11 | | | | | | | | | | |
| 6 | Design Development | 45 days | Wed 9/14/11 | Tue 11/15/11 | | | | | | | | | | |
| 7 | Construction Documents | 69 days | Mon 1/9/12 | Fri 4/13/12 | | | | | | | | | | |
| 8 | Demolition Plans | 0 days | Mon 1/9/12 | Mon 1/9/12 | | | | | | | | | | |
| 9 | Foundation | 0 days | Fri 2/17/12 | Fri 2/17/12 | | | | | | | | | | |
| 10 | Steel | 0 days | Wed 3/14/12 | Wed 3/14/12 | | | | | | | | | | |
| 11 | CD Set | 0 days | Fri 4/13/12 | Fri 4/13/12 | | | | | | | | | | |
| 12 | Bidding / Contracts | 94 days | Mon 1/9/12 | Thu 5/17/12 | | | | | | | | | | |
| 13 | Bid Demolition | 20 days | Mon 1/9/12 | Fri 2/3/12 | | | | | | | | | | |
| 14 | Bid Foundations | 20 days | Fri 2/17/12 | Thu 3/15/12 | | | | | | | | | | |
| 15 | Bid Steel | 15 days | Wed 3/14/12 | Tue 4/3/12 | | | | | | | | | | |
| 16 | Bid Project | 25 days | Fri 4/13/12 | Thu 5/17/12 | | | | | | | | | | |
| 17 | GMP | 0 days | Tue 4/3/12 | Tue 4/3/12 | | | | | | | | | | |
| 19 | Owner / Team | 10 days | Mon 1/9/12 | Fri 1/20/12 | | | | | | | | | | |
| 21 | PROCUREMENT - CONSTRUCTION | 253 days | Tue 4/3/12 | Sun 3/24/13 | | | | | | | | | | |
| 22 | Material Procurement | 162 days | Tue 4/3/12 | Thu 11/15/12 | | | | | | | | | | |
| 23 | Structural steel | 94 days | Tue 4/3/12 | Mon 8/13/12 | | | | | | | | | | |
| 57 | Concrete Reinforcing | 80 days | Fri 5/18/12 | Thu 9/6/12 | | | | | | | | | | |
| 58 | Exterior Wall Systems | 100 days | Fri 5/18/12 | Thu 10/4/12 | | | | | | | | | | |
| 59 | Interior Fit Out Systems | 142 days | Wed 4/4/12 | Thu 10/18/12 | | | | | | | | | | |
| 60 | MEP Systems | 70 days | Fri 5/18/12 | Thu 8/23/12 | | | | | | | | | | |
| 61 | Equipment | 130 days | Fri 5/18/12 | Thu 11/15/12 | | | | | | | | | | |
| 62 | Construction | 253 days | Tue 4/3/12 | Sun 3/24/13 | | | | | | | | | | |
| 63 | Start of Construction | 0 days | Tue 4/3/12 | Tue 4/3/12 | | | | | | | | | | |
| 64 | Demolition | 100 days | Wed 4/4/12 | Tue 8/21/12 | | | | | | | | | | |
| 65 | Foundations | 100 days | Fri 6/1/12 | Thu 10/18/12 | | | | | | | | | | |
| 66 | Steel | 65 days | Tue 8/14/12 | Mon 11/12/12 | | | | | | | | | | |
| 67 | Erection Phase 1 | 20 days | Tue 8/14/12 | Mon 9/10/12 | | | | | | | | | | |
| 68 | Erection Phase 2 | 20 days | Tue 9/11/12 | Mon 10/8/12 | | | | | | | | | | |
| 69 | Erection Phase 3,4 | 25 days | Tue 10/9/12 | Mon 11/12/12 | | | | | | | | | | |
| 70 | Concrete slab On metal Deck | 106 days | Tue 9/11/12 | Tue 2/5/13 | | | | | | | | | | |

ALVIN H. BUTZ, INC.
CONSTRUCTION MANAGER
REVISED 4/23/12

**PNC FIELD
LACKAWANNA COUNTY STADIUM**

**GUARANTEED MAXIMUM PRICE AMENDMENT
ATTACHMENT D
PRELIMINARY PROJECT SCHEDULE**

| ID | Task Name | Duration | Start | Finish | 2010 | | 2011 | | 2012 | | 2013 | | 2014 | |
|----|-------------------------------|----------|--------------|--------------|------|----|------|----|------|----|------|----|------|----|
| | | | | | H2 | H1 | H2 | H1 | H2 | H1 | H2 | H1 | H2 | H1 |
| 71 | Exterior Enclosure | 111 days | Fri 10/5/12 | Fri 3/8/13 | | | | | | | | | | |
| 72 | Roof Construction | 50 days | Tue 10/2/12 | Mon 12/10/12 | | | | | | | | | | |
| 73 | Masonry | 139 days | Tue 9/4/12 | Fri 3/15/13 | | | | | | | | | | |
| 74 | Interior Finishes | 111 days | Fri 10/19/12 | Sun 3/24/13 | | | | | | | | | | |
| 75 | Suite Construction | 119 days | Tue 10/2/12 | Fri 3/15/13 | | | | | | | | | | |
| 76 | Equipment / Seating | 86 days | Fri 11/16/12 | Fri 3/15/13 | | | | | | | | | | |
| 77 | Toilet Room Construction | 119 days | Tue 10/2/12 | Fri 3/15/13 | | | | | | | | | | |
| 78 | MEP | 146 days | Fri 8/24/12 | Fri 3/15/13 | | | | | | | | | | |
| 79 | Substantial Completion | 0 days | Sun 3/24/13 | Sun 3/24/13 | | | | | | | | | | |
| 80 | OUTFIELD CONSTRUCTION | 162 days | Wed 4/4/12 | Thu 11/15/12 | | | | | | | | | | |
| 81 | Outfield Concourse Area | 162 days | Wed 4/4/12 | Thu 11/15/12 | | | | | | | | | | |
| 82 | Field Lights | 50 days | Fri 8/24/12 | Thu 11/1/12 | | | | | | | | | | |
| 83 | Final Completion | 60 days | Mon 3/25/13 | Fri 6/14/13 | | | | | | | | | | |

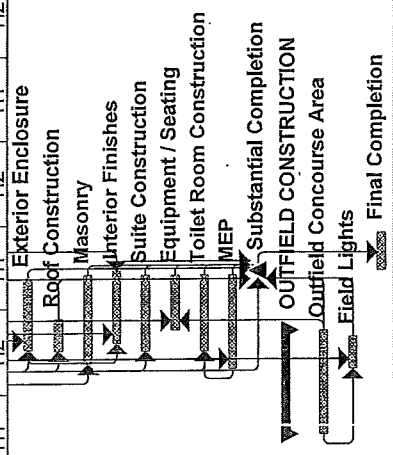


EXHIBIT 5

RACP GRANT SPECIAL CONDITIONS

See attached.

**APPENDIX B
PROJECT ACTIVITIES AND SPECIAL CONDITIONS**

A. **Project Activities:** The GRANTEE will use Redevelopment Assistance Capital funding to undertake the Lackawanna County Baseball Stadium project in Lackawanna County.

The project to be supported with Redevelopment Assistance Capital funding shall include, but be limited to the following activities: site acquisition, site preparation and construction.

Expenses paid after this project's authorization in the Act of July 4, 2008 (P.L., No. 41) that are related to the development and construction of the Lackawanna County Baseball Stadium project as determined by OB, are eligible to be used as part of the non-state matching contribution and may be eligible for state reimbursement.

B. **General Conditions:** Each of the following must be completed by the GRANTEE before any Redevelopment Assistance Capital funds can be released for the project.

C. **Special Conditions:** Each of the following, as related to the appropriate Phase of the project, must be completed by the GRANTEE before any Redevelopment Assistance Capital funds can be released for each phase of the project. Evidence of completion must be submitted to the following address no later than six months after the execution date of this contract:

Richard C. Dreher
Director
Bureau of Revenue, Cash Flow and Debt
Office of the Budget
Verizon Tower - 7th Floor
303 Walnut Street
Harrisburg, Pennsylvania 17101-1825
Telephone (717) 787-7342
Fax (717) 783-3368

Failure to submit documentation indicating completion of each Special Condition within the time period as originally specified, or modified, may constitute a default under the terms of the grant agreement and could lead to a termination of the Redevelopment Assistance Capital grant.

Satisfaction of each condition shall be determined by the Office of the Budget (OB) at its sole discretion. All agreements to be executed and all documents or information to be delivered in order to satisfy these Special Conditions shall be and are, in form, content and substance, subject to the approval of the Office of the Budget, which approval may be withheld or delayed at the discretion of the Office of the Budget. Documents requiring the signature of OB shall also be conditioned upon the approval of the Governor's Office of General Counsel and the Attorney General of Pennsylvania. All agreements required to be submitted as fully executed in order to satisfy the Special Conditions should be submitted in draft form to OB as soon as available in order for OB to provide comments. Notwithstanding the foregoing, OB's right to approve or disapprove the final executed

document at its sole discretion shall not be affected or deemed waived by any comments or lack of comment with respect to any drafts submitted.

1. GRANTEE shall submit documentation indicating at least \$22.59 million in local matching funds have been fully secured and received for use on project-related expenses.
2. GRANTEE shall submit documentation indicating site control for all properties involved in the project. Documentation should include settlement sheets and also include the title or deed to the properties or executed long-term leases.
3. GRANTEE shall submit certified appraisals to support the values claimed for all parcels of property acquired for the project.
4. GRANTEE shall submit final plans and specifications for the project.
5. GRANTEE shall submit proof of bid compliance, as required in the Capital Facilities Debt Enabling Act (Act 67 of 2004), which states, "Notwithstanding any other provision of law, the solicitation of a minimum of three written bids for all contracted construction work on redevelopment assistance capital projects shall be the sole requirement for the composition, solicitation, opening and award of bids on such projects." Should the bid tabulations associated with the RACP project exceed the construction cost estimate, the GRANTEE shall submit documentation that either costs have been reduced or that additional funds have been raised to support the project.
6. GRANTEE shall submit all necessary construction-related documents or agreements for the project. These agreements can include guaranteed maximum price contracts, construction management agreements, contracts with general contractors and so on.
7. GRANTEE shall submit updated construction schedules for the project. The updated construction schedules should list all pertinent activities and dates in which construction activities and milestones are to occur.
8. GRANTEE shall provide an updated cash flow statement for the entire project that outlines, on a monthly basis, all sources and uses of funds for the project. The cash flow statement should address monthly funding surpluses and/or deficits and indicate the need for interim financing to bridge Commonwealth reimbursements.
9. GRANTEE shall provide documentation of interim financing necessary to bridge project costs as well as the Commonwealth's reimbursement schedule. The amount of required interim financing, based on the GRANTEE's own cash flow, should be sufficient to carry the project through monthly construction expenses before and after access to the RACP funding has been granted. Please, refer to payment intervals listed on the FAQs section of our Web site (www.budget.state.pa.us).
10. GRANTEE shall provide documentation indicating that necessary permits and approvals have been achieved at appropriate stages of the project.
11. GRANTEE shall submit all applicable Environmental Studies for the project.

12. GRANTEE shall submit an enacted resolution authorizing the filing of the Redevelopment Assistance Capital Program application.
13. GRANTEE shall submit an executed Cooperation Agreement with SWB Yankees, LLC., which obligates the SWB Yankees, LLC to comply with RACP terms and conditions of the Grant Agreement and the Redevelopment Assistance program.
14. GRANTEE shall submit an executed Cooperation Agreement/ordinance from the Lackawanna County that authorizes the project and obligates Lackawanna County to reimburse the Commonwealth for any reimbursements that may later be determined to have been ineligible.
15. GRANTEE shall submit an opinion of counsel.
16. GRANTEE shall submit an executed Statement of Compliance which indicates that all RACP terms and conditions, policies and procedures will be adhered to during the completion of the project.
17. GRANTEE shall submit an executed Flood Plan Certification, which indicates that areas of the site within the 100 years flood plain are adequately covered via proper flood insurance during the life of the RACP delineated project.
18. GRANTEE shall submit an executed 30-year lease agreement with SWB Yankees, LLC.
19. GRANTEE shall submit an executed Development and Operations agreement between the SWB Yankees, LLC. and the Multi-Purpose Stadium Authority of Lackawanna County, which delineates the responsibilities of all interested parties during the term of the lease.
20. GRANTEE shall submit an agreement obligating SWB Yankees, LLC or the GRANTEE to be responsible for all capital improvements to the baseball stadium and all operating expenses relating to the use of the ballpark, including security, cleaning, insurance, maintenance and utilities, etc. during the term of the 30-year lease.
21. GRANTEE represents that the Multi-Purpose Stadium Authority of Lackawanna County holds fee simple title to the land upon which the baseball Stadium (stadium) is built. Further, the GRANTEE represents that the Multi-Purpose Stadium Authority of Lackawanna County is the GRANTEE, and SWB Yankees, LLC is the team owner. As such, the GRANTEE and SWB Yankees, LLC shall enter into a Restrictive Covenant Agreement with the Commonwealth running with and binding the land for a period of 30 years, providing for the restrictions set forth below. The Multi-Purpose Stadium Authority of Lackawanna County shall record the Agreement in the appropriate land records office at its expense. The Agreement shall provide that in consideration of the Commonwealth's grant of funds provided for in the Grant Agreement the GRANTEE and SWB Yankees, LLC agree to enter into the restrictions which shall run with the land and the GRANTEE and SWB Yankees, LLC shall further agree that the Commonwealth, in addition to any other remedies available to it at law or in equity, shall have the right to injunctive relief to enforce such restriction.

In the event there are other parties of interest in the land/stadium

such as mortgagees, lessees, lien holders, easement holders or other such parties, the Multi-Purpose Stadium Authority of Lackawanna County shall make certain that all other parties with interests in the land/stadium (the "interested parties") are made parties to the Restrictive Covenant Agreement which shall bind such interested parties, their heirs, successors and assigns or that an acknowledgement of and agreement to abide by the covenants is contained in whatever agreement is executed between the Project Administrator/stadium owner and such party.

The covenant shall provide that neither the GRANTEE, nor the interested parties, nor their heirs, successors or assigns shall permit the use of the land or the stadium to be built thereon by or for, or enter into any lease, license, concession agreement, joint venture agreement, agreement of sale or other agreement affecting the use or occupancy of the land which would permit the use of the land and stadium to be built thereon by or for, any Existing Major/Minor League Baseball Franchise without the express written consent of the Commonwealth, which consent may be withheld or delayed at the sole discretion of the Commonwealth.

The terms Existing Major/Minor League Baseball Franchise shall be defined to mean:

1) Any Team or Franchise located and operating in the Commonwealth of Pennsylvania and in existence on the date of the Restrictive Covenant Agreement; 2) Any Team or Franchise which is located and operating in the Commonwealth of Pennsylvania and in existence within five (5) years prior to the date of the Restrictive Covenant Agreement; and 3) Any Team or Franchise granted to, established in or entering or moving into the Commonwealth of Pennsylvania from outside the Commonwealth during the term of the Restrictive Covenant Agreement except for a Team or Franchise granted to, established in or entering or moving into the Commonwealth of Pennsylvania for the express purpose of establishing the stadium as its home; and for a period of five (5) years after any such relocation, any Team or Franchise defined in items 1, 2 and 3 which relocates to an area outside the Commonwealth of Pennsylvania.

The term "Team or Franchise" shall be defined to mean any professional baseball team operating under the Authority of Major/Minor League Baseball or any Independent Leagues as may be established, and any minor league authority, as may be established by Major/Minor League Baseball or other such organizations from time to time and/or teams affiliated with or sponsored or funded by Major League Baseball clubs.

SCHEDULE A

SOFT COST ITEMS

1. Design Fees incurred by the Authority
2. Additional Service Design Fees incurred by the Authority
3. Other Specialty Consultants incurred by the Authority
4. CM Fees incurred by the Authority as provided in the GMP Amendment
5. Geotechnical/Survey Fees incurred by the Authority
6. Builders Risk Insurance incurred by the Authority
7. Legal Fees of the Authority
8. Co. Clerk of Works Fees for the project
9. Plan Review Fees imposed by reviewing jurisdiction
10. Building Permit imposed by permitting jurisdiction
11. Testing & Inspection Fees for the project
12. Security Services incurred by the Authority
13. Utility Connection Fees to serve the project
14. Final Cleaning of the project
15. Reimbursable Costs incurred by the Architect engaged by the Authority
16. Financing Costs of the Authority

SCHEDULE B

ORDINARY MAINTENANCE ITEMS

(Not subject to payment or reimbursement from Capital Improvements Fund)

1. Stadium cleaning.
2. Field mowing/top seeding and playing field preparation.
3. Snow removal.
4. Parking lot/sidewalk sweeping.
5. Routine equipment service.
6. Touch-up painting.
7. Maintenance and touch-up repairs to fences, including outfield fence, walls and ceilings (including drywall repairs).
8. Office furniture and office equipment.
9. Routine maintenance of fire detection and suppression systems and equipment, including fire extinguishers and sprinkler systems.
10. Pest control and trash removal.
11. Routine maintenance of burglar alarm systems.
12. Routine maintenance of seating areas and railings (including the outfield berm).
13. Routine maintenance of the playground.
14. Routine maintenance of flooring, including carpeting.
15. Repair, maintenance and replacement of retail and concessions displays and concessions area equipment.
16. Maintenance of installed landscaping.
17. Routine maintenance of locker room stalls.
18. Routine repair and maintenance of Administrative and Groundskeeper offices/areas.

SCHEDULE C

DESIGNATED CAPITAL IMPROVEMENTS (Subject to approval and oversight of the Lessee Board Members)

1. Playing field maintenance - This shall not include repair as needed as the result of a non-baseball event. Costs for such maintenance/replacement would be provided for in the use permit. Includes major repairs such as warning track; irrigation system including pumps and piping; field drainage, sod repair and or replacement; and when appropriate a complete field replacement.
2. Caulking concrete restoration seating bowl.
3. Structure and Building Enclosure Systems – Includes maintenance/replacement of all structure and building enclosure systems including but not limited to steel superstructure; exterior closure i.e. metal panel, curtain wall, masonry; roofing and waterproofing; concrete slabs not seating bowl.
4. Painting of superstructure
5. M/E/P systems – Maintenance and Replacement. Includes replacement of major equipment including but not limited to water filtration; air handling units; emergency generator; pumps; compressors; emergency lighting; sprinkler system; transformers; etc. Includes service agreements on all equipment and work required due to the seasonal nature of the operation. Also includes replacement of public restroom fixtures and amenities.
6. Video board/Scoreboard/LED Systems – Includes maintenance and replacement of all A/V control room and sound system. Excludes replacement of light bulbs. Includes periodic upgrades to stay current with “state of the art.”
7. Sports lighting – Maintenance and replacement. Includes annual evaluation of lamp output to maintain MILB required light levels on the field. Includes annual evaluation by Gould/Evans and implementation of recommendations to maintain PBA accreditation.
8. Roofing and waterproofing – Maintenance and replacement.
9. Parking lot resurfacing and parking lot lighting maintenance. Includes work associated with curbing; resurfacing/patching; striping and any electrical upgrades a/o fixture replacement.
10. Elevator equipment including ADA lifts – Maintenance, service and replacement. Includes elevator cab finish replacement
11. Interior finish replacement – paint, flooring, ceilings.
12. Door and hardware replacement including security/keying system.
13. Stadium seat replacement including the aluminum bleachers and cup holders.
14. Stadium railing and/or drink rail top replacement.
15. Replacement of other non-FF&E furnished equipment such as induction warming units and under counter refrigerators in suites and disposals.

16. Foul ball netting – replacement.
17. Field wall and rail padding – replacement.
18. Landscape/hardscape – replacement
19. Suite and Club Level FF&E – replacement.
20. Home and visiting clubhouse FF&E – replacement.