



furlow associates

consulting engineers

*AUDITORIUM
DIMMING, LIGHTING, AND
SOUND SYSTEMS
REPLACEMENT*

FOR

COLONIAL SCHOOL DISTRICT

AT

*WILLIAM PENN
HIGH SCHOOL*

Project No. 15.074

furlow associates, inc.
consulting engineers
1206 Society Drive
Claymont, Delaware

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(BIDS/PROPOSAL AD)

Bids will be received by the Data Service Center for the Colonial School District as follows:

Bid # 4-16-66 William Penn High School Auditorium Dimming, Lighting & Sound Systems Replacement on Tuesday, **July 5, 2016 @ 2:00 PM** at the Colonial School District's Administration Building, 318 E. Basin Road, New Castle, DE 19720. There will be a **mandatory** pre-bid meeting held on Thursday, June 16, 2016 at 1:00 PM at the Colonial School District's Administration Building (address above & below). Specifications and Drawings are available at Furlow Associates' office for a \$50.00 nonrefundable fee, payable to Furlow Associates.

This project requires the submission of a 10% Secured Bid Deposit and a 100% Performance/ Material Labor Bond to be submitted by the successful bidder. All proposals will be opened at the Colonial School District's Administration Building, 318 E. Basin Rd., New Castle, DE on July 5, 2016 @ 2:00 PM. The time and place for the opening of bids may be extended from that described above on not less than two calendar days' notice by certified delivery, facsimile machine, or other verifiable electronic means to those bidders who obtained copies of the plans and specifications.

Pursuant to the Office of Management and Budget (OMB) "4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects" requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds implement a Mandatory Drug Testing Program. The regulation can be downloaded from the following website:

<http://regulations.delaware.gov/AdminCode/title19/4000/4100/index.shtml#TopOfPage>

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INSTRUCTIONS TO BIDDERS

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ARTICLE 1: GENERAL

1.1 DEFINITIONS

1.1.1 Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

1.2 STATE: The State of Delaware.

1.3 AGENCY: Contracting State Agency as noted on cover sheet.

1.4 DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

1.5 BIDDING DOCUMENTS: Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement for Bid, Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the Bid Form (including the Non-collusion Statement), and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, as well as the Drawings, Specifications (Project Manual) and all Addenda issued prior to execution of the Contract.

1.6 CONTRACT DOCUMENTS: The Contract Documents consist of the, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the form of agreement between the Owner and the Contractor, Drawings (if any), Specifications (Project Manual), and all addenda.

1.7 AGREEMENT: The form of the Agreement shall be AIA Document A101, Standard Form of Agreement between Owner and Contractor where the basis of payment is a STIPULATED SUM. In the case of conflict between the instructions contained therein and the General Requirements herein, these General Requirements shall prevail.

1.8 GENERAL REQUIREMENTS (or CONDITIONS): General Requirements (or conditions) are instructions pertaining to the Bidding Documents and to contracts in general. They contain, in summary, requirements of laws of the State; policies of the Agency and instructions to bidders.

1.9 SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the bidding documents and to the contract under consideration and are supplemental to the General Requirements. Should the Special Provisions conflict with the General Requirements, the Special Provisions shall prevail.

1.10 ADDENDA: Written or graphic instruments issued by the Owner/Architect prior to the execution of the contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.11 BIDDER OR VENDOR: A person or entity who formally submits a Bid for the material or Work contemplated, acting directly or through a duly authorized representative who meets the requirements set forth in the Bidding Documents.

1.12 SUB-BIDDER: A person or entity who submits a Bid to a Bidder for materials or labor, or both for a portion of the Work.

1.13 BID: A complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

- 1.14 BASE BID: The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).
- 1.15 ALTERNATE BID (or ALTERNATE): An amount stated in the Bid, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.
- 1.16 UNIT PRICE: An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 1.17 SURETY: The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.
- 1.18 BIDDER'S DEPOSIT: The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.
- 1.19 CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.
- 1.20 CONTRACTOR: Any individual, firm or corporation with whom a contract is made by the Agency.
- 1.21 SUBCONTRACTOR: An individual, partnership or corporation which has a direct contract with a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.
- 1.22 CONTRACT BOND: The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

ARTICLE 2: BIDDER'S REPRESENTATIONS

- 2.1 PRE-BID MEETING
- 2.1.1 A pre-bid meeting for this project will be held at the time and place designated. Attendance at this meeting is a pre-requisite for submitting a Bid, unless this requirement is specifically waived elsewhere in the Bid Documents.
- 2.2 By submitting a Bid, the Bidder represents that:
- 2.2.1 The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.
- 2.2.2 The Bidder has visited the site, become familiar with existing conditions under which the Work is to be performed, and has correlated the Bidder's his personal observations with the requirements of the proposed Contract Documents.
- 2.2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

2.2.4 The following Delaware Code citations are applicable to each subject contract/project:

30Del.C. §2502	Contractor license requirement; fees on gross receipts paid; statements required.
30Del.C. §2503	Architect, Professional engineer duties as to non-resident contractor licenses
25Del.C. §2705	Duty of Contractor to list subcontractors and suppliers
6Del.C. §§3503-3505	Penalties for Contractor's non-payment of subcontractors and suppliers; use of money paid to contractor
6Del.C. §3506	Contractor's interest payment on late payments to subcontractors and suppliers;
29Del.C. §§6905 & 6928	Failure to comply with contract; new award; supervision;
29Del.C. §6927	Bids and contract security;
29Del.C. §6929	Contract insurance and contract liability
29Del.C. §6930	Owner's right to audit contractor's project-related records
29Del.C. §6960	Prevailing wage rate requirements
29Del.C. §§6961 or 6962	Small public works procedures; or Large public works procedures (whichever applies to this project);
29Del.C. §6964	Contractor performance;
29Del.C. §6908(a)(b)	All public works contracts (paid) with public funds (that said contract) must include provisions requiring the contractor, its agents and employees to implement (a) mandatory drug testing program(s) for all employees or agents working on the job site in non-clerical positions. Provisions governing mandatory drug testing shall be incorporated into all public works contracts..." "The rules governing the administration of such tests by the contractor shall be promulgated by the Director of the Office of Management and Budget."
29Del.C. §6962(d)(4)(a)(5)	The MEP professional services firm must specify and the contractor must provide Energy Star appliances, equipment, systems, etc., to the maximum extent possible, if appliances will be provided.

2.3 JOINT VENTURE REQUIREMENTS

2.3.1 For Public Works Contracts, each Joint Venturer shall be qualified and capable to complete the Work with their own forces.

2.3.2 Included with the Bid submission, and as a requirement to bid, a copy of the executed Joint Venture Agreement shall be submitted and signed by all Joint Venturers involved.

2.3.3 All required Bid Bonds, Performance Bonds, Material and Labor Payment Bonds must be executed by both Joint Venturers and be placed in both of their names.

- 2.3.4 All required insurance certificates shall name both Joint Venturers.
- 2.3.5 Both Joint Venturers shall sign the Bid Form and shall submit a valid Delaware Business License Number with their Bid or shall state that the process of application for a Delaware Business License has been initiated.
- 2.3.6 Both Joint Venturers shall include their Federal E.I. Number with the Bid.
- 2.3.7 In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.
- 2.3.8 Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the State.

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

- 2.4.1 As consideration for the award and execution by the Owner of this contract, the Contractor hereby grants, conveys, sells, assigns and transfers to the State of Delaware all of its right, title and interests in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Owner pursuant to this contract.

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES OF BID DOCUMENTS

- 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the Architectural/Engineering firm designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein.
- 3.1.2 Bidders shall use complete sets of Bidding Documents for preparation of Bids. The issuing Agency nor the Architect assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 Any errors, inconsistencies or omissions discovered shall be reported to the Architect immediately.
- 3.1.4 The Agency and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall report any errors, inconsistencies, or ambiguities discovered to the Architect.
- 3.2.2 Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect at least seven days prior to the date for receipt of Bids. Interpretations, corrections and changes to the Bidding Documents will be made by

written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.

3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.

3.2.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

3.2.5 The Owner will bear the costs for all impact and user fees associated with the project.

3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder's responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.

3.3.2 Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.

3.3.3 If the Architect approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding.

3.3.4 The Architect shall have no obligation to consider any substitutions after the Contract award.

3.4 ADDENDA

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

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

3.4.3 No Addenda will be issued later than 4 days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.

3.4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued, and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

ARTICLE 4: BIDDING PROCEDURES**4.1 PREPARATION OF BIDS**

- 4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.
- 4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.
- 4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).
- 4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.
- 4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.
- 4.1.6 **BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY.** If there is no change in the Base Bid for an Alternate, enter "No Change". The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.
- 4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
- 4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.
- 4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
- 4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.

4.2 BID SECURITY

- 4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the bidder assigned to the agency, for a sum equal to at least 10% of the bid plus all add alternates, or in lieu of the bid bond a security deposit in the form of a certified check, bank treasurer's check, cashier's check, money order, or other prior approved secured deposit assigned to the State. The bid bond need not be for a specific sum, but may be stated to be for a sum equal to 10% of the bid plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form used shall be the standard OMB form (attached).
- 4.2.2 The Agency has the right to retain the bid security of Bidders to whom an award is being considered until either a formal contract has been executed and bonds have been furnished or the specified time has elapsed so the Bids may be withdrawn or all Bids have been rejected.

4.2.3 In the event of any successful Bidder refusing or neglecting to execute a formal contract and bond within 20 days of the awarding of the contract, the bid bond or security deposited by the successful bidder shall be forfeited.

4.3 SUBCONTRACTOR LIST

4.3.1 As required by Delaware Code, Title 29, section 6962(d)(10)b, each Bidder shall submit with their Bid a completed List of Sub-Contractors included with the Bid Form. NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE. A Bid will be considered non-responsive unless the completed list is included.

4.3.2 Provide the Name and Address for each listed subcontractor. Addresses by City, Town or Locality, plus State, will be acceptable.

4.3.3 It is the responsibility of the Contractor to ensure that their Subcontractors are in compliance with the provisions of this law. Also, if a Contractor elects to list themselves as a Subcontractor for any category, they must specifically name themselves on the Bid Form and be able to document their capability to act as Subcontractor in that category in accordance with this law.

4.4 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin."

4.5 PREVAILING WAGE REQUIREMENT

4.5.1 Wage Provisions: In accordance with Delaware Code, Title 29, Section 6960, renovation projects whose total cost shall exceed \$15,000, and \$100,000 for new construction, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.

4.5.2 The prevailing wage shall be the wage paid to a majority of employees performing similar work as reported in the Department's annual prevailing wage survey or in the absence of a majority, the average paid to all employees reported.

4.5.3 The employer shall pay all mechanics and labors employed directly upon the site of work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual

relationship which may be alleged to exist between the employer and such laborers and mechanics.

4.5.4 The scale of the wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work.

4.5.5 Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.

4.6 SUBMISSION OF BIDS

4.6.1 Enclose the Bid, the Bid Security, and any other documents required to be submitted with the Bid in a sealed opaque envelope. Address the envelope to the party receiving the Bids. Identify with the project name, project number, and the Bidder's name and address. If the Bid is sent by mail, enclose the sealed envelope in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof. The State is not responsible for the opening of bids prior to bid opening date and time that are not properly marked.

4.6.2 Deposit Bids at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids. Bids received after the time and date for receipt of bids will be marked "LATE BID" and returned.

4.6.3 Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.

4.6.4 Oral, telephonic or telegraphic bids are invalid and will not receive consideration.

4.6.5 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided that they are then fully in compliance with these Instructions to Bidders.

4.7 MODIFICATION OR WITHDRAW OF BIDS

4.7.1 Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid by personal request and by showing proper identification to the Architect. A request for withdraw by letter or fax, if the Architect is notified in writing prior to receipt of bid, is acceptable. A fax directing a modification in the bid price will render the Bid informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the bid price shall not be permitted and will have no bearing on the submitted proposal in any manner.

4.7.2 Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.

4.7.3 A Bid may not be modified, withdrawn or canceled by the Bidder during a thirty (30) day period following the time and date designated for the receipt and opening of Bids, and Bidder so agrees in submitting their Bid. Bids shall be binding for 30 days after the date of the Bid opening.

ARTICLE 5: CONSIDERATION OF BIDS

5.1 OPENING/REJECTION OF BIDS

5.1.1 Unless otherwise stated, Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids will be made available to Bidders.

5.1.2 The Agency shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

5.1.3 If the Bids are rejected, it will be done within thirty (30) calendar day of the Bid opening.

5.2 COMPARISON OF BIDS

5.2.1 After the Bids have been opened and read, the bid prices will be compared and the result of such comparisons will be made available to the public. Comparisons of the Bids may be based on the Base Bid plus desired Alternates. The Agency shall have the right to accept Alternates in any order or combination.

5.2.2 The Agency reserves the right to waive technicalities, to reject any or all Bids, or any portion thereof, to advertise for new Bids, to proceed to do the Work otherwise, or to abandon the Work, if in the judgment of the Agency or its agent(s), it is in the best interest of the State.

5.2.3 An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.

5.2.4 The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and include all charges that may be imposed during the period of the Contract.

5.2.5 No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).

5.3 DISQUALIFICATION OF BIDDERS

5.3.1 An agency shall determine that each Bidder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:

- A. The Bidder's financial, physical, personnel or other resources including Subcontracts;
- B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;
- C. The Bidder's written safety plan;
- D. Whether the Bidder is qualified legally to contract with the State;
- E. Whether the Bidder supplied all necessary information concerning its responsibility; and,
- F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.

5.3.2 If an agency determines that a Bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected Bidder within five (5) working days of said determination.

- 5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.
- 5.3.3.1 More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.
- 5.3.3.2 Evidence of collusion among Bidders.
- 5.3.3.3 Unsatisfactory performance record as evidenced by past experience.
- 5.3.3.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- 5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.
- 5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.
- 5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.
- 5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT
- 5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.
- 5.4.2 Per Section 6962(d)(13) a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid."
- 5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.
- 5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.
- 5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of one year after the date of substantial completion.
- 5.4.6 If the successful Bidder fails to execute the required Contract and Bond, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.

- 5.4.7 Prior to receiving an award, the successful Bidder shall furnish to the Agency proof of State of Delaware Business Licensure. If the Bidder does not currently have a Business License, they may obtain an application by writing to: Division of Revenue, Carvel State Office Building, 820 French Street, Wilmington, DE 19899. A copy of the letter written to the Division of Revenue, sent with your Bid will be adequate proof for your firm to be considered for award until such time as you receive your license.
- 5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

ARTICLE 6: POST-BID INFORMATION

- 6.1 CONTRACTOR'S QUALIFICATION STATEMENT
- 6.1.1 Bidders to whom award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a statement has been previously required and submitted.
- 6.2 BUSINESS DESIGNATION FORM
- 6.2.1 Successful bidder shall be required to accurately complete an Office of Management and Budget Business Designation Form for Subcontractors.

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

- 7.1 BOND REQUIREMENTS
- 7.1.1 The cost of furnishing the required Bonds, that are stipulated in the Bidding Documents, shall be included in the Bid.
- 7.1.2 If the Bidder is required by the Agency to secure a bond from other than the Bidder's usual sources, changes in cost will be adjusted as provide in the Contract Documents.
- 7.1.3 The Performance and Payment Bond forms used shall be the standard OMB forms (attached).
- 7.2 TIME OF DELIVERY AND FORM OF BONDS
- 7.2.1 The bonds shall be dated on or after the date of the Contract.
- 7.2.2 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix a certified and current copy of the power of attorney.

ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND CONTRACTOR

- 8.1 Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum.

END OF INSTRUCTIONS TO BIDDERS

**Colonial School District
William Penn High School – Auditorium
Dimming System Replacement
Job No. 15.074**

BID FORM

For Bids Due: Tuesday, July 5, 2016, 2:00 pm **To:** _____

Name of Bidder: _____
Delaware Business License No.: _____ **Taxpayer ID No.:** _____

(Other License Nos.):
Phone No.: () _____ - _____ **Fax No.:** () _____ - _____

The undersigned, representing that he has read and understands the Bidding Documents and that this bid is made in accordance therewith, that he has visited the site and has familiarized himself with the local conditions under which the Work is to be performed, and that his bid is based upon the materials, systems and equipment described in the Bidding Documents without exception, hereby proposes and agrees to provide all labor, materials, plant, equipment, supplies, transport and other facilities required to execute the work described by the aforesaid documents for the lump sum itemized below:

BASE BID:

\$ _____ (\$ _____.)

Alternates

Alternate No. 1: Four (4) Hanging Microphones

\$ _____ (\$ _____.)

I / We acknowledge Addendums numbered _____ and the price(s) submitted include any cost / schedule impact they may have.

This bid shall remain valid and cannot be withdrawn for _____ days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

The Owner shall have the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid.

Should I/We be awarded this contract, I/We pledge to achieve substantial completion of all the work within 5 calendar days of the Notice to Proceed.

*Colonial School District
William Penn High School – Auditorium
Dimming System Replacement
Job No. 15.074*

BID FORM

SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 6962 (d)(10)G Delaware Code, the following sub-contractor listing must accompany the bid submittal. The name and address of the sub-contractor must be listed for each category where the bidder intends to use a sub-contractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the *Owner*, it is required that bidders list themselves as being the sub-contractor for all categories where he/she is qualified and intends to perform such work.

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>
1. <u>Electrical</u>	_____	_____ _____
2. <u>Fire Alarm</u>	_____	_____ _____
3. _____	_____	_____ _____
4. _____	_____	_____ _____
5. _____	_____	_____ _____
6. _____	_____	_____ _____
7. _____	_____	_____ _____
8. _____	_____	_____ _____
9. _____	_____	_____ _____

*Colonial School District
William Penn High School – Auditorium
Dimming System Replacement
Job No. 15.074*

BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date Cape Henlopen School District.

All the terms and conditions of *(Project or Contract Number)* have been thoroughly examined and are understood.

NAME OF BIDDER:

**AUTHORIZED REPRESENTATIVE
(TYPED):**

**AUTHORIZED REPRESENTATIVE
(SIGNATURE):**

TITLE:

ADDRESS OF BIDDER:

PHONE NUMBER:

Sworn to and Subscribed before me this _____ day of _____ 20

My Commission expires _____ NOTARY PUBLIC

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____
_____ of _____ in the County of _____
_____ and State of _____ as **Principal**, and _____
_____ of _____ in the County of _____
and State of _____ as **Surety**, legally authorized to do business in the State of Delaware
("State"), are held and firmly unto the **Colonial School District** in the sum of _____
_____ Dollars (\$ _____), or _____ percent not to
exceed _____ Dollars (\$ _____
_____) of amount of bid on Contract No. _____, to be paid to the **Colonial
School District** for the use and benefit of **Colonial School District**, for which payment well and truly to be
made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and
severally for and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bonded **Principal**
who has submitted to the **Colonial School District**, a certain proposal to enter into this contract for the
furnishing of certain material and/or services within the **State**, shall be awarded this Contract, and if said
Principal shall well and truly enter into and execute this Contract as may be required by the terms of this
Contract and approved by the **Colonial School District**, this Contract to be entered into within twenty
days after the date of official notice of the award thereof in accordance with the terms of said proposal, then
this obligation shall be void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the year of our Lord two
thousand and _____ (20____).

SEALED, AND DELIVERED IN THE
Presence of

Name of Bidder (Organization)

Corporate
Seal

By:

Authorized Signature

Attest _____

Title

Name of Surety

Witness: _____

By:

Title

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

PAYMENT BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal (“**Principal**”), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the **Colonial School District** (“**Owner**”), in the amount of _____ (\$_____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. _____ dated the _____ day of _____, 20__ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly pay all and every person furnishing materials or performing labor or service in and about the performance of the work under the Contract, all and every sums of money due him, her, them or any of them, for all such materials, labor and service for which **Principal** is liable, shall make good and reimburse **Owner** sufficient funds to pay such costs in the completion of the Contract as **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omission or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____(SEAL)
Name:
Title:

SURETY

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____(SEAL)
Name:
Title:

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal (“**Principal**”), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the **Colonial School District** (“**Owner**”), in the amount of _____ (\$_____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. _____ dated the _____ day of _____, 20__ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)
Name:
Title:

SURETY

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)
Name:
Title:

DRAFT AIA® Document A101™ - 2007

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

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

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

Colonial School District
318 E. Basin Road
New Castle, Delaware 19720
Phone: (302) 323-2700
Fax: (302) 323-2748

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

« »« »
« »
« »
« »

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

William Penn High School
Auditorium Lighting/Sound Upgrade
713 E. Basin Road
New Castle, Delaware 19720

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

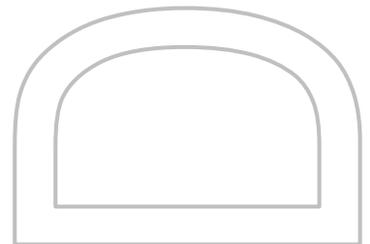
Furlow Associates, Inc.
1206 Society Drive
Claymont, Delaware 19703
Telephone: (302) 798-3515
Fax: (302) 798-9799

The Owner and Contractor agree as follows.

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

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

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.



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TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

« »

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

« »

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than « » (« ») days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

<< >>

ARTICLE 4 CONTRACT SUM

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

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

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

<< >>

§ 4.3 Unit prices, if any:

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

Item

Units and Limitations

Price Per Unit (\$0.00)

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

(Identify allowance and state exclusions, if any, from the allowance price.)

Item

Price

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

<< >>

§ 5.1.3 Provided that an Application for Payment is received by the Engineer not later than the << >> day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the << >> day of the << >> month. If an Application for Payment is received by the Engineer after the application date fixed above, payment shall be made by the Owner not later than << >> (<< >>) days after the Engineer receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)

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

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

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

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of « » percent (« » %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of « » percent (« » %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Engineer has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

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

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

« »

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

§ 5.2 FINAL PAYMENT

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Engineer.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Engineer's final Certificate for Payment, or as follows:

« »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Engineer will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Engineer.)*

<< >>
<< >>
<< >>
<< >>

§ 6.2 BINDING DISPUTE RESOLUTION

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 Contractor 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)*
- << >>

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

(Insert rate of interest agreed upon, if any.)

<< >> % << >>

§ 8.3 The Owner’s representative:

(Name, address and other information)

<< >>
<< >>
<< >>
<< >>
<< >>
<< >>

§ 8.4 The Contractor’s representative:

(Name, address and other information)

<< >>
<< >>
<< >>
<< >>
<< >>
<< >>

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

§ 8.6 Other provisions:

<< >>

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.1.4 The Specifications:

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

<< >>

Section	Title	Date	Pages

§ 9.1.5 The Drawings:

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

<< >>

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

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

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

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

<< >>

- 2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

<< >>

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and 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)

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

OWNER *(Signature)*

<< >><< >>

(Printed name and title)

CONTRACTOR *(Signature)*

<< >><< >>

(Printed name and title)

CONTRACT FOR CONSTRUCTION A101-2007

The following supplements modify the "Standard Form of Agreement Between Owner and Constructor," AIA Document A101-2007. Where a portion of the Standard Form of Agreement is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement shall remain in effect.

ARTICLE 5: PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.3 Delete paragraph 5.1.3 in its entirety and replace with the following:

"Provided that a valid Application for Payment is received by the Architect that meets all requirements of the Contract, payment shall be made by the Owner not later than 30 days after the Owner receives the valid Application for Payment."

ARTICLE 6: DISPUTE RESOLUTION

6.2 BINDING DISPUTE RESOLUTION

Check Other – and add the following sentence:

"Any remedies available in law or in equity."

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.2 Insert the following:

"Payments are due 30 days after receipt of a valid Application for Payment. After that 30 day period, interest may be charged at the rate of 1% per month not to exceed 12% per annum."

8.5 Delete paragraph 8.5 in its entirety and replace with the following:

"The Contractor's representative shall not be changed without ten days written notice to the Owner."

END OF CONTRACT FOR CONSTRUCTION

DRAFT AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

William Penn High School
Auditorium Lighting/Sound Upgrade
713 E Basin Road
New Castle, Delaware 19720

THE OWNER:

(Name, legal status and address)

Colonial School District
318 E. Basin Road
New Castle, Delaware 19720
Phone: (302) 323-2700
Fax: (302) 323-2748

THE ENGINEER:

(Name, legal status and address)

Furlow Associates, Inc.
1206 Society Drive
Claymont, Delaware 19703
Telephone: (302) 798-3515
Fax: (302) 798-9799

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- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS

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.

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



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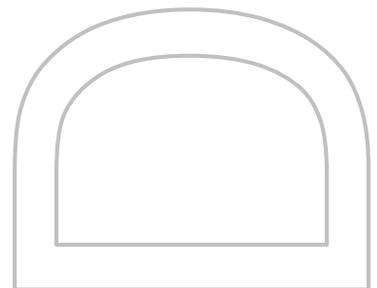
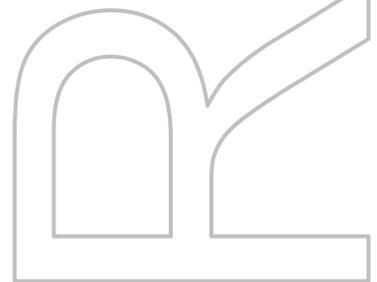
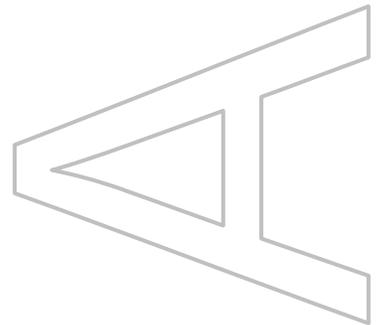
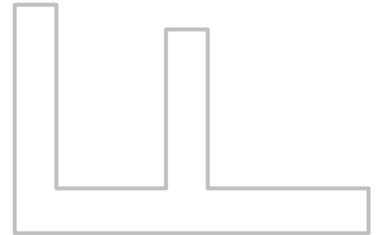
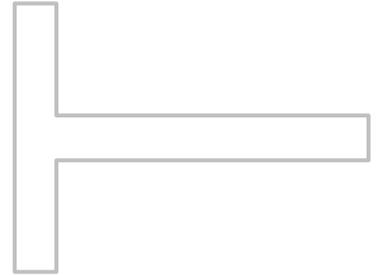
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

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

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor 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 Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor 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 Contractor.

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

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

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

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Engineer's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Engineer. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Engineer any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Engineer may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Engineer before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Engineer will promptly investigate such conditions and, if the Engineer determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Engineer shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Engineer's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Engineer. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume

the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

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

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

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

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

required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Engineer will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Engineer. The Owner and the Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Engineer have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Engineer will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

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

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

ARTICLE 4 ENGINEER

§ 4.1 GENERAL

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

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

§ 4.2.2 The Engineer will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Engineer will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

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

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

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

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

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

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

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

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

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

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

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

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

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

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

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

§ 7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Engineer, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor’s control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Engineer may determine.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

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

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

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

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

§ 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

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

§ 9.7 FAILURE OF PAYMENT

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

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

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

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer will promptly make such inspection and, when the Engineer finds the Work acceptable under the Contract Documents and the Contract fully performed, the Engineer will promptly issue a final Certificate for Payment stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the

Contractor and noted in the final Certificate is due and payable. The Engineer's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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

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

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

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

§ 10.3 HAZARDOUS MATERIALS

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

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Engineer the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Engineer will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Engineer has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Engineer have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Engineer, Engineer's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or

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

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

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

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

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the

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

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

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

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

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

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

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

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

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

§ 11.3.2 BOILER AND MACHINERY INSURANCE

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

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

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

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

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

§ 11.3.7 WAIVERS OF SUBROGATION

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

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

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

convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

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

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Engineer, the Owner may correct it in accordance with Section 2.4.

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

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

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

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

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

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

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

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

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

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

authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Engineer timely notice of when and where tests and inspections are to be made so that the Engineer may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Engineer, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Engineer will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Engineer of when and where tests and inspections are to be made so that the Engineer may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Engineer's services and expenses shall be at the Contractor's expense.

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

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

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Engineer has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Engineer, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

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

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Engineer, if the Engineer is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Engineer will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Engineer will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

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

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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

§ 15.4 ARBITRATION

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

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

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

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

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



SUPPLEMENTARY GENERAL CONDITIONS A201-2007

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201-2007. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

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ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

Delete the last sentence in its entirety and replace with the following:

“The Contract Documents also include Advertisement for Bid, Instructions to Bidder, sample forms, the Bid Form, the Contractor’s completed Bid and the Award Letter.”

Add the following Paragraph:

1.1.2 In the event of conflict or discrepancies among the Contract Documents, the Documents prepared by the State of Delaware, Division of Facilities Management shall take precedence over all other documents.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following Paragraphs:

1.2.4 In the case of an inconsistency between the Drawings and the Specifications, or within either document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect’s interpretation.

1.2.5 The word “PROVIDE” as used in the Contract Documents shall mean “FURNISH AND INSTALL” and shall include, without limitation, all labor, materials, equipment, transportation, services and other items required to complete the Work.

1.2.6 The word “PRODUCT” as used in the Contract Documents means all materials, systems and equipment.

1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

Delete Paragraph 1.5.1 in its entirety and replace with the following:

“All pre-design studies, drawings, specifications and other documents, including those in electronic form, prepared by the Architect under this Agreement are, and shall remain, the property of the Owner whether the Project for which they are made is executed or not. Such documents may be used by the Owner to construct one or more like Projects without the approval of, or additional compensation to, the Architect. The Contractor, Subcontractors, Sub-subcontractors and Material or Equipment Suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect’s consultants appropriate to and for use in the execution of their Work under the Contract Documents. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or Material and Equipment Supplier on other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and Architect’s consultants.

The Architect shall not be liable for injury or damage resulting from the re-use of drawings and specifications if the Architect is not involved in the re-use Project. Prior to re-use of construction documents for a Project in which the Architect is not also involved, the Owner

will remove from such documents all identification of the original Architect, including name, address and professional seal or stamp.”

Delete Paragraph 1.5.2 in its entirety.

ARTICLE 2: OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

To Subparagraph 2.2.3 – Add the following sentence:

“The Contractor, at their expense shall bear the costs to accurately identify the location of all underground utilities in the area of their excavation and shall bear all cost for any repairs required, out of failure to accurately identify said utilities.”

Delete Subparagraph 2.2.5 in its entirety and substitute the following:

2.2.5 The Contractor shall be furnished free of charge up to five (5) sets of the Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Amend Paragraph 3.2.2 to state that any errors, inconsistencies or omissions discovered shall be reported to the Architect and Owner immediately.

Delete the third sentence in Paragraph 3.2.3.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Paragraphs:

3.3.2.1 The Contractor shall immediately remove from the Work, whenever requested to do so by the Owner, any person who is considered by the Owner or Architect to be incompetent or disposed to be so disorderly, or who for any reason is not satisfactory to the Owner, and that person shall not again be employed on the Work without the consent of the Owner or the Architect.

3.3.4 The Contractor must provide suitable storage facilities at the Site for the proper protection and safe storage of their materials. Consult the Owner and the Architect before storing any materials.

3.3.5 When any room is used as a shop, storeroom, office, etc., by the Contractor or Subcontractor(s) during the construction of the Work, the Contractor making use of these areas will be held responsible for any repairs, patching or cleaning arising from such use.

3.4 LABOR AND MATERIALS

Add the Following Paragraphs:

3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check

carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the General Contractor/Construction Manager of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized.

3.4.5 Under no circumstances shall the Contractor's Work proceed prior to preparatory Work having been completely cured, dried and/or otherwise made satisfactory to receive this Work. Responsibility for timely installation of all materials rests solely with the Contractor responsible for that Work, who shall maintain coordination at all times.

3.5 WARRANTY

Add the following Paragraphs:

3.5.1 The Contractor will guarantee all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for two years after Acceptance by the Owner, and will maintain all items in perfect condition during the period of guarantee.

3.5.2 Defects appearing during the period of guarantee will be made good by the Contractor at his expense upon demand of the Owner, it being required that all work will be in perfect condition when the period of guarantee will have elapsed.

3.5.3 In addition to the General Guarantee there are other guarantees required for certain items for different periods of time than the two years as above, and are particularly so stated in that part of the specifications referring to same. The said guarantees will commence at the same time as the General Guarantee.

3.5.4 If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner will have the right to replace, repair, or otherwise remedy the failure, defect or damage at the Contractor's expense.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Paragraphs:

3.11.1 During the course of the Work, the Contractor shall maintain a record set of drawings on which the Contractor shall mark the actual physical location of all piping, valves, equipment, conduit, outlets, access panels, controls, actuators, including all appurtenances that will be concealed once construction is complete, etc., including all invert elevations.

3.11.2 At the completion of the project, the Contractor shall obtain a set of reproducible drawings from the Architect, and neatly transfer all information outlined in 3.11.1 to provide a complete record of the as-built conditions.

3.11.3 The Contractor shall provide two (2) prints of the as-built conditions, along with the reproducible drawings themselves, to the Owner and one (1) set to the Architect. In addition, attach one complete set to each of the Operating and Maintenance Instructions/Manuals.

3.17 In the first sentence of the paragraph, insert “indemnify” between “shall” and “hold”.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.2 ADMINISTRATION OF THE CONTRACT

Delete the first sentence of Paragraph 4.2.7 and replace with the following:

The Architect will review and approve or take other appropriate action upon the Contractor’s submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents.

Delete the second sentence of Paragraph 4.2.7 and replace with the following:

The Architect’s action will be taken with such reasonable promptness as to cause no delay in the Work in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Owner’s professional judgment to permit adequate review.

Add the following Paragraph:

4.2.10.1 There will be no full-time project representative provided by the Owner or Architect on this project.

Add to Paragraph 4.2.13 “and in compliance with all local requirements.” to the end of the sentence

ARTICLE 5: SUBCONTRACTORS

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

Delete Paragraph 5.2.3 in its entirety and replace with the following:

5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection, subject to the statutory requirements of 29 Delaware Code § 6962(d)(10)b.3 and 4.

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

Delete Paragraph 6.1.4 in its entirety.

6.2 MUTUAL RESPONSIBILITY

6.2.3 In the second sentence, strike the word “shall” and insert the word “may”.

ARTICLE 7: CHANGES IN THE WORK

(SEE ARTICLE 7: CHANGES IN WORK IN THE GENERAL REQUIREMENTS)

ARTICLE 8: TIME**8.2 PROGRESS AND COMPLETION**

Add the following Paragraphs:

8.2.1.1 Refer to Specification Section SUMMARY OF WORK for Contract time requirements.

8.2.4 If the Work falls behind the Progress Schedule as submitted by the Contractor, the Contractor shall employ additional labor and/or equipment necessary to bring the Work into compliance with the Progress Schedule at no additional cost to the Owner.

8.3 DELAYS AND EXTENSION OF TIME

8.3.1 Strike "arbitration" and insert "remedies at law or in equity".

Add the following Paragraph:

8.3.2.1 The Contractor shall update the status of the suspension, delay, or interruption of the Work with each Application for Payment. (The Contractor shall report the termination of such cause immediately upon the termination thereof.) Failure to comply with this procedure shall constitute a waiver for any claim for adjustment of time or price based upon said cause.

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

8.3.3 Except in the case of a suspension of the Work directed by the Owner, an extension of time under the provisions of Paragraph 8.3.1 shall be the Contractor's sole remedy in the progress of the Work and there shall be no payment or compensation to the Contractor for any expense or damage resulting from the delay.

Add the following Paragraph:

8.3.4 By permitting the Contractor to work after the expired time for completion of the project, the Owner does not waive their rights under the Contract.

ARTICLE 9: PAYMENTS AND COMPLETION**9.2 SCHEDULE OF VALUES**

Add the following Paragraphs:

9.2.1 The Schedule of Values shall be submitted using AIA Document G702, Continuation Sheet to G703.

9.2.2 The Schedule of Values is to include a line item for Project Closeout Document Submittal. The value of this item is to be no less than 1% of the initial contract amount.

9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

- 9.3.1.3 Application for Payment shall be submitted on AIA Document G702 "Application and Certificate for Payment", supported by AIA Document G703 "Continuation Sheet". Said Applications shall be fully executed and notarized.

Add the following Paragraphs:

- 9.3.4 Until Closeout Documents have been received and outstanding items completed the Owner will pay 95% (ninety-five percent) of the amount due the Contractor on account of progress payments.
- 9.3.5 The Contractor shall provide a current and updated Progress Schedule to the Architect with each Application for Payment. Failure to provide Schedule will be just cause for rejection of Application for Payment.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following to 9.5.1:

- .8 failure to provide a current Progress Schedule;
- .9 a lien or attachment is filed;
- .10 failure to comply with mandatory requirements for maintaining Record Documents.

9.6 PROGRESS PAYMENTS

Delete Paragraph 9.6.1 in its entirety and replace with the following:

- 9.6.1 After the Architect has approved and issued a Certificate for Payment, payment shall be made by the Owner within 30 days after Owner's receipt of the Certificate for Payment.

9.7 FAILURE OF PAYMENT

In first sentence, strike "seven" and insert "thirty (30)". Also strike "binding dispute resolution" and insert "remedies at law or in equity".

9.8 SUBSTANTIAL COMPLETION

To Subparagraph 9.8.3- Add the following sentence:

"If the Architect is required to make more than 2 inspections of the same portion of work, the Contractor shall responsible for all costs associated with subsequent inspections including but not limited to any Architect's fees."

- 9.8.5 In the second sentence, strike "shall" and insert "may".

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Paragraphs:

- 10.1.1.1.1 Each Contractor shall develop a safety program in accordance with the Occupational Safety and Health Act of 1970. A copy of said plan shall be

furnished to the Owner and Architect prior to the commencement of that Contractor's Work.

- 10.1.2 Each Contractor shall appoint a Safety Representative. Safety Representatives shall be someone who is on site on a full time basis. If deemed necessary by the Owner or Architect, Contractor Safety meetings will be scheduled. The attendance of all Safety Representatives will be required. Minutes will be recorded of said meetings by the Contractor and will be distributed to all parties as well as posted in all job offices/trailers etc.

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Paragraph:

- 10.2.4.1 As required in the Hazardous Chemical Act of June 1984, all vendors supplying any material that may be defined as hazardous must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a caution warning on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in foreseeable emergency situations. Material Safety Data Sheets shall be provided directly to the Owner, along with the shipping slips that include those products.

10.3 HAZARDOUS MATERIALS

Delete Paragraph 10.3.3 in its entirety.

- 10.5 Delete Paragraphs 10.3.6 in its entirety.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

- 11.1.4 Strike "the Owner" immediately following "(1)" and strike "and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations."

11.2 OWNER'S LIABILITY INSURANCE

Delete Paragraph 11.2 in its entirety.

11.3 PROPERTY INSURANCE

Delete Paragraph 11.3 in its entirety and replace with the following:

- 11.3 The State will not provide Builder's All Risk Insurance for the Project. The Contractor and all Subcontractors shall provide property coverage for their tools and equipment, as necessary. Any mandatory deductible required by the Contractor's Insurance shall be the responsibility of the Contractor.

11.4 PERFORMANCE BOND AND PAYMENT BOND

Add the following sentence: "The bonds will conform to those forms approved by the Office of Management and Budget."

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Paragraph:

12.2.2.1.1 At any time during the progress of the Work, or in any case where the nature of the defects will be such that it is not expedient to have corrected, the Owner, at its option, will have the right to deduct such sum, or sums, of money from the amount of the Contract as it considers justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

12.2.2.1 Strike "one" and insert "two".

12.2.2.2 Strike "one" and insert "two".

12.2.2.3 Strike "one" and insert "two".

12.2.5 In second sentence, strike "one" and insert "two".

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Strike "except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4."

13.6 INTEREST

Strike "the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located." Insert "30 days of presentment of the authorized Certificate of Payment at the annual rate of 12% or 1% per month.

13.7 TIME LIMITS ON CLAIMS

Strike the last sentence.

Add the following Paragraph:

13.8 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

13.8.1 If any provision, specifications or requirement of the Contract Documents conflict or is inconsistent with any statute, law or regulation of the government of the United State of America, the Contractor shall notify the Architect and Owner immediately upon discovery.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

Delete Paragraph 14.4.3 in its entirety and replace with the following:

14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and cost incurred by reason of such termination along with reasonable overhead.

ARTICLE 15: CLAIMS AND DISPUTES

15.1.2 Throughout the Paragraph strike “21” and insert “45”.

15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Delete Paragraph 15.1.6 in its entirety.

15.2 INITIAL DECISION

Delete Paragraph 15.2.5 in its entirety and replace with the following:

15.2.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefore and shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be subject to mediation and other remedies at law or in equity.

Delete Paragraph 15.2.6 and its subparagraphs in their entirety.

15.3 MEDIATION

15.3.1 Strike “binding dispute resolution” and insert “any or all remedies at law or in equity”.

15.3.2 In the first sentence, delete “administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedure in effect on the date of the Agreement,” Strike “binding dispute resolution” and insert “remedies at law and in equity”.

15.4 ARBITRATION

Delete Paragraph 15.4 and its sub-sections in its entirety.

END OF SUPPLEMENTARY GENERAL CONDITIONS

GENERAL REQUIREMENTS

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ARTICLE 1: GENERAL**1.1 CONTRACT DOCUMENTS**

1.1.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required to an extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

1.1.2 Work including material purchases shall not begin until the Contractor is in receipt of a bonafide State of Delaware Purchase Order. Any work performed or material purchases prior to the issuance of the Purchase Order is done at the Contractor's own risk and cost.

1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

1.2.1 For Public Works Projects financed in whole or in part by state appropriation the Contractor agrees that during the performance of this contract:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin."

ARTICLE 2: OWNER

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

ARTICLE 3: CONTRACTOR

3.1 Schedule of Values: The successful Bidder shall within twenty (20) days after receiving notice to proceed with the work, furnish to the Owner a complete schedule of values on the various items comprising the work.

3.2 Subcontracts: Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all material, their own and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.

3.3 Before commencing any work or construction, the General Contractor is to consult with the Owner as to matters in connection with access to the site and the allocation of Ground Areas for the various features of hauling, storage, etc.

- 3.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions.
- 3.5 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.6 The Contractor warrants to the Owner that materials and equipment furnished will be new and of good quality, unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.
- 3.7 Unless otherwise provided, the Contractor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.
- 3.8 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.
- 3.9 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.
- 3.10 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for returning all damaged areas to their original conditions.
- 3.11 STATE LICENSE AND TAX REQUIREMENTS
- 3.11.1 Each Contractor and Subcontractor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, "the Contractor shall furnish the Delaware Department of Finance within ten (10) days after entering into any contract with a contractor or subcontractor not a resident of this State, a statement of total value of such contract or contracts together with the names and addresses of the contracting parties."
- 3.12. The Contractor shall comply with all requirements set forth in Section 6962, Chapter 69, Title 29 of the Delaware Code.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

- 4.1 CONTRACT SURETY
- 4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- 4.1.2 All bonds will be required as follows unless specifically waived elsewhere in the Bidding Documents.
- 4.1.3 Contents of Performance Bonds – The bond shall be in the form approved by the Office of Management and Budget. The bond shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the proposal, plans, specifications, and bid documents thereof. Each term and condition shall be met at the time and in the manner prescribed by the Contract, Bid documents and the specifications, including the payment in full to every person furnishing material or performing labor in the performance of the Contract, of all sums of money due the person for such labor and material. (The bond shall also contain the successful bidder's guarantee to indemnify and save harmless the State and the agency from all costs, damages and expenses growing out of or by reason of the Contract in accordance with the Contract.)
- 4.1.4 Invoking a Performance Bond – The agency may, when it considers that the interest of the State so require, cause judgement to be confessed upon the bond.
- 4.1.5 Within twenty (20) days after the date of notice of award of contract, the Bidder to whom the award is made shall furnish a Performance Bond and Labor and Material Payment Bond, each equal to the full amount of the Contract price to guarantee the faithful performance of all terms, covenants and conditions of the same. The bonds are to be issued by an acceptable Bonding Company licensed to do business in the State of Delaware and shall be issued in duplicate.
- 4.1.6 Performance and Payment Bonds shall be maintained in full force (warranty bond) for a period of two (2) years after the date of the Certificate for Final Payment. The Performance Bond shall guarantee the satisfactory completion of the Project and that the Contractor will make good any faults or defects in his work which may develop during the period of said guarantees as a result of improper or defective workmanship, material or apparatus, whether furnished by themselves or their Sub-Contractors. The Payment Bond shall guarantee that the Contractor shall pay in full all persons, firms or corporations who furnish labor or material or both labor and material for, or on account of, the work included herein. The bonds shall be paid for by this Contractor. The Owner shall have the right to demand that the proof parties signing the bonds are duly authorized to do so.
- 4.2 FAILURE TO COMPLY WITH CONTRACT
- 4.2.1 If any firm entering into a contract with the State, or Agency that neglects or refuses to perform or fails to comply with the terms thereof, the Agency which signed the Contract may terminate the Contract and proceed to award a new contract in accordance with this Chapter 69, Title 29 of the Delaware Code or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond. Nothing herein shall preclude the Agency from pursuing additional remedies as otherwise provided by law.
- 4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY
- 4.3.1 In addition to the bond requirements stated in the Bid Documents, each successful Bidder shall purchase adequate insurance for the performance of the Contract and, by submission of a Bid, agrees to indemnify and save harmless and to defend all legal or equitable actions brought against the State, any Agency, officer and/or employee of the State, for and from all claims of liability which is or may be the result of the successful Bidder's actions during the performance of the Contract.

4.3.2 The purchase or nonpurchase of such insurance or the involvement of the successful Bidder in any legal or equitable defense of any action brought against the successful Bidder based upon work performed pursuant to the Contract will not waive any defense which the State, its agencies and their respective officers, employees and agents might otherwise have against such claims, specifically including the defense of sovereign immunity, where applicable, and by the terms of this section, the State and all agencies, officers and employees thereof shall not be financially responsible for the consequences of work performed, pursuant to said contract.

4.4 RIGHT TO AUDIT RECORDS

4.4.1 The Owner shall have the right to audit the books and records of a Contractor or any Subcontractor under any Contract or Subcontract to the extent that the books and records relate to the performance of the Contract or Subcontract.

4.4.2 Said books and records shall be maintained by the Contractor for a period of seven (7) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of seven (7) years from the date of final payment under the Subcontract.

ARTICLE 5: SUBCONTRACTORS

5.1 SUBCONTRACTING REQUIREMENTS

5.1.1 All contracts for the construction, reconstruction, alteration or repair of any public building (not a road, street or highway) shall be subject to the following provisions:

1. A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only – street number and P.O. Box addresses not required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Subcontractor category.
2. A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as the Subcontractor for any Subcontractor unless:
 - A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder's firm;
 - B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and
 - C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.

5.1.2 The decision of the awarding Agency as to whether a Bidder who list itself as the Subcontractor for a Subcontractor category shall be final and binding upon all Bidders, and no action of any nature shall lie against any awarding agency or its employees or officers because of its decision in this regard.

5.1.3 After such a Contract has been awarded, the successful Bidder shall not substitute another Subcontractor for any Subcontractor whose name was set forth in the statement which accompanied the Bid without the written consent of the awarding Agency.

- 5.1.4 No Agency shall consent to any substitution of Subcontractors unless the Agency is satisfied that the Subcontractor whose name is on the Bidders accompanying statement:
- A. Is unqualified to perform the work required;
 - B. Has failed to execute a timely reasonable Subcontract;
 - C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or
 - D. Is no longer engaged in such business.

5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

- 5.2.1 Should the Contractor fail to utilize any or all of the Subcontractors in the Contractor's Bid statement in the performance of the Work on the public bidding, the Contractor shall be penalized in the amount of (project specific amount*). The Agency may determine to deduct payments of the penalty from the Contractor or have the amount paid directly to the Agency. Any penalty amount assessed against the Contractor may be remitted or refunded, in whole or in part, by the Agency awarding the Contract, only if it is established to the satisfaction of the Agency that the Subcontractor in question has defaulted or is no longer engaged in such business. No claim for the remission or refund of any penalty shall be granted unless an application is filed within one year after the liability of the successful Bidder accrues. All penalty amounts assessed and not refunded or remitted to the contractor shall be reverted to the State.

*one (1) percent of contract amount not to exceed \$10,000

5.3 ASBESTOS ABATEMENT

- 5.3.1 The selection of any Contractor to perform asbestos abatement for State-funded projects shall be approved by the Office of Management and Budget, Division of Facilities Management pursuant to Chapter 78 of Title 16.

5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED

- 5.4.1 All Contracts shall conform with the standard established by the Delaware Architectural Accessibility Board unless otherwise exempted by the Board.

5.5 CONTRACT PERFORMANCE

- 5.5.1 Any firm entering into a Public Works Contract that neglects or refuses to perform or fails to comply with its terms, the Agency may terminate the Contract and proceed to award a new Contract or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond.

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

- 6.1 The Owner reserves the right to simultaneously perform other construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other Projects at the same site.

- 6.2 The Contractor shall afford the Owner and other Contractors reasonable opportunity for access and storage of materials and equipment, and for the performance of their activities, and shall connect and coordinate their activities with other forces as required by the Contract Documents.

ARTICLE 7: CHANGES IN THE WORK

- 7.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of Additions, Deletions, Modifications or Substitutions, with the Contract Sum and Contract completion date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Professional, as the duly authorized agent, the Contractor and the Owner.
- 7.2 The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.
- 7.3 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the 'DPE' wages required and the "invoice price" of the materials/equipment needed.
- 7.3.1 "DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes direct salary plus customary fringe benefits (prevailing wage rates) and documented statutory costs such as workman's compensation insurance, Social Security/Medicare, and unemployment insurance (a maximum multiplier of 1.35 times DPE).
- 7.3.2 "Invoice price" of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the "Means Building Construction Cost Data" publication.
- 7.3.3 In addition to the above, the General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor's own forces. For additional subcontractor work, the Subcontractor is allowed a fifteen (15) percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven and one half percent (7.5%) on the subcontractors work. These mark-ups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc. No markup is permitted on the work of the subcontractors subcontractor. No additional costs shall be allowed for changes related to the Contractor's onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

ARTICLE 8: TIME

- 8.1 Time limits, if any, are as stated in the Project Manual. By executing the Agreement, the Contractor confirms that the stipulated limits are reasonable, and that the Work will be completed within the anticipated time frame.
- 8.2 If progress of the Work is delayed at any time by changes ordered by the Owner, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended for such reasonable time as the Owner may determine.

8.3 Any extension of time beyond the date fixed for completion of the construction and acceptance of any part of the Work called for by the Contract, or the occupancy of the building by the Owner, in whole or in part, previous to the completion shall not be deemed a waiver by the Owner of his right to annul or terminate the Contract for abandonment or delay in the matter provided for, nor relieve the Contractor of full responsibility.

8.4 SUSPENSION AND DEBARMENT

8.4.1 Per Section 6962(d)(14), Title 29, Delaware Code, "Any Contractor who fails to perform a public works contract or complete a public works project within the time schedule established by the Agency in the Invitation To Bid, may be subject to Suspension or Debarment for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the Project."

8.4.2 "Upon such failure for any of the above stated reasons, the Agency that contracted for the public works project may petition the Director of the Office of Management and Budget for Suspension or Debarment of the Contractor. The Agency shall send a copy of the petition to the Contractor within three (3) working days of filing with the Director. If the Director concludes that the petition has merit, the Director shall schedule and hold a hearing to determine whether to suspend the Contractor, debar the Contractor or deny the petition. The Agency shall have the burden of proving, by a preponderance of the evidence, that the Contractor failed to perform or complete the public works project within the time schedule established by the Agency and failed to do so for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the project. Upon a finding in favor of the Agency, the Director may suspend a Contractor from Bidding on any project funded, in whole or in part, with public funds for up to 1 year for a first offense, up to 3 years for a second offense and permanently debar the Contractor for a third offense. The Director shall issue a written decision and shall send a copy to the Contractor and the Agency. Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record."

8.5 RETAINAGE

8.5.1 Per Section 6962(d)(5) a.3, Title 29, Delaware Code: The Agency may at the beginning of each public works project establish a time schedule for the completion of the project. If the project is delayed beyond the completion date due to the Contractor's failure to meet their responsibilities, the Agency may forfeit, at its discretion, all or part of the Contractor's retainage.

8.5.2 This forfeiture of retainage also applies to the timely completion of the punchlist. A punchlist will only be prepared upon the mutual agreement of the Owner, Architect and Contractor. Once the punchlist is prepared, all three parties will by mutual agreement, establish a schedule for its completion. Should completion of the punchlist be delayed beyond the established date due to the Contractor's failure to meet their responsibilities, the Agency may hold permanently, at its discretion, all or part of the Contractor's retainage.

ARTICLE 9: PAYMENTS AND COMPLETION

9.1 APPLICATION FOR PAYMENT

9.1.1 Applications for payment shall be made upon AIA Document G702. There will be a five percent (5%) retainage on all Contractor's monthly invoices until completion of the project. This retainage may become payable upon receipt of all required closeout documentation, provided all other requirements of the Contract Documents have been met.

9.1.2 A date will be fixed for the taking of the monthly account of work done. Upon receipt of Contractor's itemized application for payment, such application will be audited, modified, if found necessary, and approved for the amount. Statement shall be submitted to the Owner.

9.1.3 Section 6516, Title 29 of the Delaware Code annualized interest is not to exceed 12% per annum beginning thirty (30) days after the "presentment" (as opposed to the date) of the invoice.

9.2 PARTIAL PAYMENTS

9.2.1 Any public works Contract executed by any Agency may provide for partial payments at the option of the Owner with respect to materials placed along or upon the sites or stored at secured locations, which are suitable for use in the performance of the contract.

9.2.2 When approved by the agency, partial payment may include the values of tested and acceptable materials of a nonperishable or noncontaminative nature which have been produced or furnished for incorporation as a permanent part of the work yet to be completed, provided acceptable provisions have been made for storage.

9.2.2.1 Any allowance made for materials on hand will not exceed the delivered cost of the materials as verified by invoices furnished by the Contractor, nor will it exceed the contract bid price for the material complete in place.

9.2.3 If requested by the Agency, receipted bills from all Contractors, Subcontractors, and material, men, etc., for the previous payment must accompany each application for payment. Following such a request, no payment will be made until these receipted bills have been received by the Owner.

9.3 SUBSTANTIAL COMPLETION

9.3.1 When the building has been made suitable for occupancy, but still requires small items of miscellaneous work, the Owner will determine the date when the project has been substantially completed.

9.3.2 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and without terminating the Contract, the Owner may make payment of the balance due for the portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment that it shall not constitute a waiver of claims.

9.3.3 On projects where commissioning is included, the commissioning work as defined in the specifications must be complete prior to the issuance of substantial completion.

9.4 FINAL PAYMENT

- 9.4.1 Final payment, including the five percent (5%) retainage if determined appropriate, shall be made within thirty (30) days after the Work is fully completed and the Contract fully performed and provided that the Contractor has submitted the following closeout documentation (in addition to any other documentation required elsewhere in the Contract Documents):
- 9.4.1.1 Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid,
 - 9.4.1.2 An acceptable RELEASE OF LIENS,
 - 9.4.1.3 Copies of all applicable warranties,
 - 9.4.1.4 As-built drawings,
 - 9.4.1.5 Operations and Maintenance Manuals,
 - 9.4.1.6 Instruction Manuals,
 - 9.4.1.7 Consent of Surety to final payment.
 - 9.4.1.8 The Owner reserves the right to retain payments, or parts thereof, for its protection until the foregoing conditions have been complied with, defective work corrected and all unsatisfactory conditions remedied.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

- 10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all reasonable precautions to prevent damage, injury or loss to: workers, persons nearby who may be affected, the Work, materials and equipment to be incorporated, and existing property at the site or adjacent thereto. The Contractor shall give notices and comply with applicable laws ordinances, rules regulations, and lawful orders of public authorities bearing on the safety of persons and property and their protection from injury, damage, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.
- 10.2 The Contractor shall notify the Owner in the event any existing hazardous material such as lead, PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and ordinances. The Contractor and Architect will not be required to participate in or to perform this operation. Upon completion of this work, the Owner will notify the Contractor and Architect in writing the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval.
- 10.3 As required in the Hazardous Chemical Information Act of June 1984, all vendors supplying any materials that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a warning caution on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or

in any foreseeable emergency situation. Material Safety Data Sheets must be provided directly to the Owner along with the shipping slips that include those products.

- 10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

ARTICLE 11: INSURANCE AND BONDS

- 11.1 The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. The Contractor shall carry such insurance coverage as they desire on their own property such as a field office, storage sheds or other structures erected upon the project site that belong to them and for their own use. The Subcontractors involved with this project shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.
- 11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein, and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.
- 11.3 Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.
- 11.4 The Contractor's Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the entire construction period on this project.
- 11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, shall not be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.
- 11.6 Certificates of the insurance company or companies stating the amount and type of coverage, terms of policies, etc., shall be furnished to the Owner, within 20 days of contract award.
- 11.7 The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:

11.7.1 Contractor's Contractual Liability Insurance

Minimum coverage to be:

Bodily Injury	\$ 500,000	for each person
	\$1,000,000	for each occurrence
	\$1,000,000	aggregate
Property Damage	\$ 500,000	for each occurrence
	\$1,000,000	aggregate

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

Bodily Injury	\$ 500,000	for each person
	\$1,000,000	for each occurrence
	\$1,000,000	aggregate
Property Damage	\$ 500,000	for each occurrence
	\$500,000	aggregate

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

Bodily Injury	\$1,000,000	for each person
	\$1,000,000	for each occurrence
Property Damage	\$ 500,000	per accident

11.7.4 Prime Contractor's and Subcontractors' policies shall include contingent and contractual liability coverage in the same minimum amounts as 11.7.1 above.

11.7.5 Workmen's Compensation (including Employer's Liability):

11.7.5.1 Minimum Limit on employer's liability to be as required by law.

11.7.5.2 Minimum Limit for all employees working at one site.

11.7.6 Certificates of Insurance must be filed with the Owner guaranteeing fifteen (15) days prior notice of cancellation, non-renewal, or any change in coverages and limits of liability shown as included on certificates.

11.7.7 Social Security Liability

11.7.7.1 With respect to all persons at any time employed by or on the payroll of the Contractor or performing any work for or on their behalf, or in connection with or arising out of the Contractor's business, the Contractor shall accept full and exclusive liability for the payment of any and all contributions or taxes or unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed by the Government of the United States and the State or political subdivision thereof, whether the same be measured by wages, salaries or other remuneration paid to such persons or otherwise.

11.7.7.2 Upon request, the Contractor shall furnish Owner such information on payrolls or employment records as may be necessary to enable it to fully comply with the law imposing the aforesaid contributions or taxes.

- 11.7.7.3 If the Owner is required by law to and does pay any and/or all of the aforesaid contributions or taxes, the Contractor shall forthwith reimburse the Owner for the entire amount so paid by the Owner.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

- 12.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of two years from the date of Substantial Completion, or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.
- 12.2 At any time during the progress of the work, or in any case where the nature of the defects shall be such that it is not expedient to have them corrected, the Owner, at their option, shall have the right to deduct such sum, or sums, of money from the amount of the contract as they consider justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 CUTTING AND PATCHING

- 13.1.1 The Contractor shall be responsible for all cutting and patching. The Contractor shall coordinate the work of the various trades involved.

13.2 DIMENSIONS

- 13.2.1 All dimensions shown shall be verified by the Contractor by actual measurements at the project site. Any discrepancies between the drawings and specifications and the existing conditions shall be referred to the Owner for adjustment before any work affected thereby has been performed.

13.3 LABORATORY TESTS

- 13.3.1 Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Owner and reports of such tests shall be submitted to the Owner. The cost of the testing shall be paid for by the Contractor.
- 13.3.2 The Contractor shall furnish all sample materials required for these tests and shall deliver same without charge to the testing laboratory or other designated agency when and where directed by the Owner.

13.4 ARCHAEOLOGICAL EVIDENCE

- 13.4.1 Whenever, in the course of construction, any archaeological evidence is encountered on the surface or below the surface of the ground, the Contractor shall notify the authorities of the Delaware Archaeological Board and suspend work in the immediate area for a reasonable time to permit those authorities, or persons designated by them, to examine the area and ensure the proper removal of the archaeological evidence for suitable preservation in the State Museum.

13.5 GLASS REPLACEMENT AND CLEANING

13.5.1 The General Contractor shall replace without expense to the Owner all glass broken during the construction of the project. If job conditions warrant, at completion of the job the General Contractor shall have all glass cleaned and polished.

13.6 WARRANTY

13.6.1 For a period of two (2) years from the date of substantial completion, as evidenced by the date of final acceptance of the work, the contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material or workmanship performed by the contractor or any of his subcontractors or suppliers. However, manufacturer's warranties and guarantees, if for a period longer than two (2) years, shall take precedence over the above warranties. The contractor shall remedy, at his own expense, any such failure to conform or any such defect. The protection of this warranty shall be included in the Contractor's Performance Bond.

ARTICLE 14: TERMINATION OF CONTRACT

14.1 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the costs of finishing the Work exceed any unpaid compensation due the Contractor, the Contractor shall pay the difference to the Owner.

14.2 "If the continuation of this Agreement is contingent upon the appropriation of adequate state, or federal funds, this Agreement may be terminated on the date beginning on the first fiscal year for which funds are not appropriated or at the exhaustion of the appropriation. The Owner may terminate this Agreement by providing written notice to the parties of such non-appropriation. All payment obligations of the Owner will cease upon the date of termination. Notwithstanding the foregoing, the Owner agrees that it will use its best efforts to obtain approval of necessary funds to continue the Agreement by taking appropriate action to request adequate funds to continue the Agreement."

END OF GENERAL REQUIREMENTS

PROJECT FORWARD

1. **Project Description:** Herein is a partial summary of work as described on drawings and specifications for “William Penn Auditorium Dimming, Lighting, and Sound Systems Replacement.”
 - The general scope of the project is replacing the entire dimming system completely with new, theatrical lighting and house lighting completely with new, and sound system completely with new.
2. **Prequalifications:** Prime Mechanical Contractors and Electrical Subcontractors must be prequalified with the State of Delaware.
3. **Prebid Meeting:** A mandatory meeting will be held on Thursday, June 16th at 1:00 p.m. at Colonial School District’s Administration Building, 318 East Basin Road, New Castle, DE. **Attendance is mandatory for all Prime Contractors.** Bids received from contractors not attending this meeting shall not be opened.
4. **Bids Due:** Sealed proposals will be received by the Owner for public opening until **2:00 p.m. local time on Tuesday, July 5, 2016 at the Colonial School District Administration Building, 318 East Basin Road, New Castle, DE.** Proposals received after this time shall not be accepted. Bidders should be aware that the Owner reserves the right to reject all bids and/or negotiate with the low bidder.

Bid #4-16-66 William Penn Auditorium Dimming, Lighting, and Sound System Replacement

The time and place for the opening of bids may be extended from that described above or not less than two calendar days notice by certified delivery, facsimile machine, or other verifiable electronic means to those bidders who obtained copies of the plans and specifications.

5. **Project Identification:** “WILLIAM PENN AUDITORIUM DIMMING, LIGHTING, AND SOUND SYSTEM REPLACEMENT”:

Project Location:

William Penn High School
713 East Basin Road
New Castle, Delaware 19720

Owner:

Colonial School District
318 East Basin Road
New Castle, Delaware 19720

6. **Contract Documents,** dated June 16, 2016, were prepared for the Project by:

Engineer:

Furlow Associates, Inc.
1206 Society Drive
Claymont, Delaware 19703
302-798-3515 – Phone
302-798-9799 – Fax

7. Availability of Documents: The contractor documents (project manual and drawings) will be made available at the **non-refundable cost of \$50.00 per set**. Payment is to me made by check, payable to the order of “Furlow Associates, Inc.”
8. CONTRACT: Project will be constructed under a Single Prime Contract. Form of Contract will be AIA Document A101 Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM.
9. Wage Rates and Payroll Reporting: Contractors shall comply with all requirements of the State of Delaware regarding wage rates and payroll reporting. These requirements include, but are not limited to, the following:
 - a. Wage Rates: The wage rates that shall be used for this project are attached to this section. This scale of wages shall be posted in a prominent and easily accessible location on the job site. All employees shall be paid directly upon the site of the work, not less often than once a week.
 - b. Payroll Reporting: Per Section 6912 of Title 29, payroll information shall be reported weekly to the Delaware Department of Labor (refer to Section 01311 “Schedules and Reports”).

END OF PROJECT FORWARD



STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
225 Corporate Boulevard, Suite 104
Newark, Delaware 19702

TELEPHONE (302) 761-8200
(302) 451-3423
Fax (302) 368-6604

Via Facsimile and Regular Mail

May 2, 2016

Mr. Douglas Green
Electrical Designer
Furlow Associates Inc.
1206 Society Drive
Claymont, DE 19703

Re: William Penn H.S. Auditorium Lighting/Sound Upgrade, New Castle County, DE

Dear Mr. Green:

I am responding to your request for a category determination for the William Penn H.S. Auditorium Lighting/Sound Upgrade, which is a state funded construction project located in New Castle County, DE. The work consists of replacement of existing house and theatrical lighting system of existing sound system. You estimate the total cost of construction for this project to be \$250,000.00.

Based upon the information you provided the Department of Labor has determined that this project is a Building Construction project.

Delaware's Prevailing Wage Regulations provide that the rates applicable to a project are the rates in effect on the date of publication of the specifications for that project. I have enclosed a certified copy of the March 15, 2016, prevailing wage rates for Building Construction to be included in your bid specification. However, please be advised that, in the event that a contract for a project is not executed within one hundred and twenty (120) days from the earliest date the specifications were published, the rates in effect at the time of the execution of the contract shall be the applicable rates for the project.

If you have any questions or I can provide any additional assistance, please do not hesitate to contact me at (302) 451-3406.

Sincerely,

A handwritten signature in blue ink that reads "David Burns".

David Burns
Labor Law Enforcement Officer
David.Burns@state.de.us

Enclosure

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 451-3423

Mailing Address:
225 CORPORATE BOULEVARD
SUITE 104
NEWARK, DE 19702

Located at:
225 CORPORATE BOULEVARD
SUITE 104
NEWARK, DE 19702

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 15, 2016

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	22.58	27.81	40.47
BOILERMAKERS	67.59	34.29	50.41
BRICKLAYERS	50.49	50.49	50.49
CARPENTERS	52.81	52.81	41.97
CEMENT FINISHERS	70.82	30.05	21.89
ELECTRICAL LINE WORKERS	44.90	38.50	29.36
ELECTRICIANS	65.10	65.10	65.10
ELEVATOR CONSTRUCTORS	83.06	63.69	31.54
GLAZIERS	69.30	69.30	55.95
INSULATORS	54.38	54.38	54.38
IRON WORKERS	61.20	61.20	61.20
LABORERS	43.60	43.60	43.60
MILLWRIGHTS	66.83	66.83	53.40
PAINTERS	46.72	46.72	46.72
PILEDRIVERS	72.97	38.86	31.43
PLASTERERS	29.47	29.47	21.84
PLUMBERS/PIPEFITTERS/STEAMFITTERS	65.95	50.85	55.34
POWER EQUIPMENT OPERATORS	61.36	61.36	43.28
ROOFERS-COMPOSITION	23.49	23.40	20.87
ROOFERS-SHINGLE/SLATE/TILE	18.16	18.07	16.98
SHEET METAL WORKERS	65.14	65.14	65.14
SOFT FLOOR LAYERS	49.77	49.77	49.77
SPRINKLER FITTERS	54.57	54.57	54.57
TERRAZZO/MARBLE/TILE FNRS	55.72	55.72	46.92
TERRAZZO/MARBLE/TILE STRS	63.98	63.98	54.33
TRUCK DRIVERS	28.39	27.10	20.68

CERTIFIED: 5/2/16

BY: *Daniel H. Nelson*
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

NOTE: THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 451-3423.

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

PROJECT: William Penn H.S. Auditorium Lighting/Sound Upgrade , New Castle County

DRAWING LIST

E-1 ELECTRICAL PLANS

E-2 ELECTRICAL PLANS

SECTION 010450
CUTTING AND PATCHING

PART 1 – GENERAL**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for cutting and patching.
- B. Refer to other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

Requirements of this Section apply to mechanical and electrical installations. Refer to drawings for other requirements and limitations applicable to cutting and patching electrical installations.

1.3 QUALITY ASSURANCE

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio.
- B. Operational Limitations: Do not cut and patch operating elements or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements or related components in a manner that would result in increased maintenance or decreased operational life or safety.
- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace construction cut and patched in a visually unsatisfactory manner.

1.4 WARRANTY

- A. Existing Warranties: Replace, patch, and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to void any warranties required or existing.
- B. All work involved with existing roof shall be performed by original installer to maintain bond on roof.

PART 2 – PRODUCTS**2.1 MATERIALS, GENERAL**

- A. Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible if identical materials are unavailable or cannot be used. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 – EXECUTION**3.1 INSPECTION**

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed before cutting. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.
- B. Before proceeding, meet at the Project Site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage.
- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Avoid cutting existing pipe, conduit, or ductwork serving the building but scheduled to be removed or relocated until provisions have been made to bypass them.

3.3 PERFORMANCE

- A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
- B. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.
- C. Cutting: Cut existing construction using methods least likely to damage elements retained or adjoining construction. Where possible, review proposed procedures with the original Installer; comply with the original Installer's recommendations.
- D. In general, where cutting, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
- E. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
- F. Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill.
- G. Where services are required to be removed, relocated, or abandoned, by-pass utility services, such as pipe or conduit, before cutting. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.
- H. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
- I. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
- J. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
- K. Where removing walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
- L. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing the patch after the area has received primer and second coat.

3.4 CLEANING

- A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.

END OF SECTION 010450

SECTION 012000
PROJECT MEETINGS**PART 1 – GENERAL****1.1 GENERAL PROVISIONS**

- A. The general provisions of the Contract, including the Conditions of the Contract (General, supplementary and other Conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- B. Where work is to be performed under separate prime contracts, provisions of this Section apply to each Contract.

1.2 PRE-CONSTRUCTION MEETING

- A. Within one week after award of contract and/or upon notification by the Project Manager, there will be a pre-construction meeting at the site. This will be attended by representatives of the Owner, the Project Manager, the Engineer and the Contractor.
- B. It shall be the responsibility of the Contractor to have in attendance representatives of his subcontractors and the person who will be the Contractor's superintendent on the project.
- C. The Project Manager will have appropriate team members in attendance.
- D. The meeting minutes will be prepared by the Project Manager and distributed to all in attendance.
- E. The purpose of this meeting is to establish the roles of participants in the construction process, including the Project Manager, the Owner, Contractors and Subcontractors, and to establish guidelines for the administration of the Construction Contract.

1.3 PROGRESS MEETINGS

- A. Every other week, the Project Manager will meet with the Contractor and other parties as either deems necessary to familiarize himself generally with the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract Documents. Meetings will be held during the entire duration of the project. An estimated four (4) meetings are anticipated.
- B. Minutes of meetings shall be prepared and distributed by the Project Manager.
- C. All decisions, instructions, and interpretations given by the Project Manager, Owner, or their representatives at these meetings shall be recorded in the minutes and if not corrected or amended when the minutes are read at the next subsequent meeting, shall be accepted by the Contractors as conclusive and final.

1.4 SPECIAL MEETINGS

- A. The Project Manager may schedule up to two (2) punch list inspections. The results from these inspections will be discussed at the next scheduled Construction Meeting.
- B. The Project Manager will call these meetings as required.

END OF SECTION 012000

SECTION 017000
PROJECT CLOSEOUT

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provision of Contract, including General and Supplementary Conditions and other Division - 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. This section specifies administrative and procedural requirements for project closeout, including but not limited to:
- Inspection procedures.
 - Project record document submittal.
 - Operating and maintenance manual submittal.
 - Submittal of warranties.
 - Final cleaning.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.

In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.

If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.

Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.

Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.

Deliver tools, spare parts, extra stock, and similar items.

Make final changeover of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of changeover in security provisions.

Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.

Complete final cleanup requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.

- B. Punch List Procedures: On receipt of a request for punch list, the Engineer will either proceed with punch list or advise the Contractor of unfilled requirements. The Agency will prepare the Certificate of Substantial Completion following punch list, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.

The Engineer will repeat punch list when requested by the Agency and assured that the Work has been substantially completed.

Results of the completed punch list by the Contractor will form the basis of requirements for final acceptance.

1.4 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final punch list for certification of final acceptance and final payment, complete the following. List exceptions in the request.

Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.

Submit an updated final statement, accounting for final additional changes to the Contract Sum.

Submit consent of surety to final payment.

Submit an Affidavit of Payment of Debts and Claims.

Submit letter of Guarantee.

- B. Repeat Punch List Procedure: The Engineer will review the Work upon receipt of notice that the Work, including punch list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Agency and Engineer.

If necessary, reinspection will be repeated until all punch list items have been addressed or corrected. All punch list meetings en route to satisfying the requirement that "all punch list items have been corrected" will be considered necessary punch list meetings required by this specification and the ensuing contract.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

- A. FINAL CLEANING

General: General cleaning during construction is required by the General Conditions.

Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

Complete the following cleaning operations before requesting review for Certification of Substantial Completion.

Remove labels that are not permanent labels.

Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.

Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave floors broom clean. Vacuum carpeted surfaces. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.

Clean the site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.

Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.

Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

Where extra materials of value remaining after completion of associated work have become the Owner's property, arrange for disposition of these materials as directed.

END OF SECTION 017000

SECTION 017200**PROJECT RECORD DOCUMENTS****PART 1 – GENERAL****1.1 RELATED DOCUMENTS**

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other conditions, if any) and Divisions 1 and 28, apply to the work of this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for Project Record Documents.
- B. Project Record Documents required include:
- Marked-up copies of Reproducible Contract Drawings.
 - Newly prepared Drawings.
 - Field records for variable and concealed conditions
 - Per this contract, provide to the Owner a complete set of “as-built” drawings on disk.
- C. Specific record copy requirements that expand requirements of this Section are included in the individual Sections of Divisions 15.
- D. General project closeout requirements are included in Section "Project Closeout".
- E. Maintenance of Documents and Samples: Store record documents apart from Contract Documents used for construction. Do not permit Project Record Documents to be used for construction purposes. Maintain record documents in good order, and in a clean, dry legible condition.

1.3 RECORD DRAWINGS

- A. Markup Procedure: During the construction period, maintain a set of blue- or black-line white prints of Contract Drawings and Shop Drawings for Project Record Document purposes.
- Mark these Drawings to indicate the actual installation where the installation varies appreciably from the installation shown originally. Give Particular attention to information on concealed elements which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:
- Dimensional changes to the Drawings.
 - Revisions to details shown on the Drawings.
 - Revisions to routing of piping and conduits.
 - Revisions to electrical circuitry.
 - Actual equipment locations.
 - Duct size and routing.
 - Locations of concealed internal utilities.
 - Changes made by Change Order.
 - Details not on original Contract Drawings

Mark completely and accurately record prints of Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.

Mark record sets with red erasable colored pencil; use other colors to distinguish between changes for different categories of the Work at the same location.

Mark important additional information which was either shown schematically or omitted from original drawings.

Note construction change directive numbers, alternate numbers, change order numbers and similar identification.

Responsibility for Markup: Where feasible, the individual or entity who obtained record data, whether the individual or entity is the installed, subcontractor, or similar entity, is required to prepare the markup on record drawings.

Accurately record information in an understandable drawing technique.

Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the markup prior to concealment.

- B. Immediately prior to inspection for Certification of Substantial Completion, review completed marked-up record Drawings with the Engineer. When authorized, prepare a full set of reproducible of Contract Drawings.
- C. Incorporate changes and additional information previously marked on print sets. Erase, redraw and add details and notations where applicable. Identify and date each Drawing; include the printed designation "PROJECT RECORD DRAWINGS" in a prominent location on each Drawing.
- D. Refer instances of uncertainty to the Engineer for resolution.
- E. One set of original Contract Drawings will be furnished to the Contractor by the Engineer, if necessary, for use in recording changes and additional information. Other printing as required is the Contractor's responsibility.
- F. The Contractor is responsible for printing original other Drawings as required to produce record drawings.
- G. Before copying and distributing, submit corrected drawings and the original marked-up prints to the Engineer for review. When acceptable, the Engineer will initial and date each corrected drawing, indicating acceptance of general scope of changes and additional information recorded, and of the quality of drafting.

Corrected drawings and the original marked-up prints will be returned to Contractor for organizing into sets, printing, binding and final submittal.

- H. Copies and Distribution: After completing the preparation of reproducible record drawings, print 1 blue-line or black-line print of each Drawing, whether or not changes and additional information were recorded. Organize the copies into manageable sets. Bind each set with appropriate identification, including titles, dates and other information on cover sheet identifying them as record drawings and the contractor preparing them.

Organize and bind original marked-up set of prints that were maintained during the construction period in the same manner.

Organize record documents into sets matching the print sets.

Submit the marked-up record set, reproducible drawings and 1 copy of prints to the Engineer for Owner's records.

- I. Newly Prepared Record Drawings: Prepare new drawings instead of following procedures specified for preparation of record Drawings where new drawings are required by a Change Order issued as a result of acceptance of an alternate, substitution or other modification, and the Engineer determines that neither the original Contract Drawings nor Shop Drawings are suitable to show the actual installation.

Consult with the Engineer for the proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. When completed and accepted, integrate newly prepared drawings with procedures specified for organizing, copying, binding and submittal of record drawings.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION

3.1 RECORDING

- A. Post changes and modifications to the Documents as they occur. Do not wait until the end of the Project.

END OF SECTION 017200

SECTION 017300**OPERATING AND MAINTENANCE DATA****PART 1 – GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specifications Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for operating and maintenance manuals including the following:

Preparation and submittal of operating and maintenance manuals for building operating systems or equipment.

Preparation and submittal of instruction manuals covering the care, preservation and maintenance of architectural products and finishes.

Instruction of the Owner's operating personnel in operation and maintenance of building systems and equipment.

- B. Special operating and maintenance data requirements for specific pieces of equipment or building operating systems are included in the appropriate Sections of Divisions 1 through 15.
- C. Preparation of Shop Drawings and Product Data are included in General and Supplementary Conditions.
- D. General closeout requirements are included in General and Supplementary Conditions, and Section 017000.
- E. General requirements for submittal of Project Record Documents are included in General and Supplementary Conditions, and Section 017200.

1.3 QUALITY ASSURANCE

- A. Maintenance Manual Preparation: In preparation of Maintenance Manuals, use personnel thoroughly trained and experienced in operation and maintenance of the equipment or system involved.

Where written instructions are required, use personnel skilled in technical writing to the extent necessary for communication of essential data.

Where Drawings or diagrams are required, use draftsmen capable of preparing Drawings clearly in an understandable format.

- B. Instructions for the Owner's Personnel: For instruction of the Owner's operating and maintenance personnel, use experienced instructors thoroughly trained and experienced in the operation and maintenance of the building equipment or system involved.

1.4 SUBMITTALS

- A. Submittal Schedule: Comply with the following schedule for submittal of operating and maintenance manuals.

Before substantial completion, when each installation that requires submittal of operating and maintenance manuals is nominally complete, submit two draft copies of each manual to the Architect for review. Include a complete index or table of contents of each manual.

The Engineer will return one copy of the draft with comments within fifteen days of receipt.

Submit one copy of data in final form at least fifteen days before final punch list. This copy will be returned within fifteen days after final punch list, with comments.

After final punch list make corrections or modifications to comply with the Engineer's comments. Submit the specified number of copies of each approved manual to the Engineer within fifteen days of receipt of the Engineer's comments.

- B. Form of Submittal: Prepare operating and maintenance manuals in the form of an instructional manual for use by the Owner's operating personnel. Organize into suitable sets of manageable size. Where possible, assemble instructions for similar equipment into a single binder.
- C. Binders: For each manual, provide heavy-duty, commercial quality, durable 3-ring vinyl-covered looseleaf binders, in thickness necessary to accommodate contents, sized to receive 8-1/2" by 11" paper. Provide a clear plastic sleeve on the spine, to hold labels describing the contents. Provide pockets in the covers to receive folded sheets.

Where two or more binders are necessary to accommodate data, correlate data in each binder into related groupings in accordance with the Project Manual table of contents. Cross-reference other binders where necessary to provide essential information for proper operation or maintenance of the piece of equipment or system.

Identify each binder on the front and spine, with the typed or printed title "OPERATION AND MAINTENANCE MANUAL", Project title or name, and subject matter covered. Indicate the volume number for multiple volume sets of manuals.

- D. Dividers: Provide heavy paper dividers with celluloid covered tabs for each separate Section. Mark each tab to indicate contents. Provide a typed description of the product and major parts of equipment included in the Section on each divider.
- E. Text Material: Where written material is required as part of the manual, use the manufacturer's standard printed material, or if it is not available, specially prepared data, neatly typewritten, on 8-1/2" by 11", 20-pound white bond paper.
- F. Drawings: Where drawings or diagrams are required as part of the manual, provide reinforced punched binder tabs on the drawings and bind in with the text.

Where oversize drawings are necessary, fold the drawings to the same size as the text pages and use as a foldout.

If drawings are too large to be used practically as a foldout, place the drawing, neatly folded in the front or rear pocket of the binder. Insert a typewritten page indicating the drawing title, description of contents and drawing location at the appropriate location in the manual.

1.5 MANUAL CONTENT

- A. In each manual include information specified in the individual Specification Section, and the following information for each major component of building equipment and its controls:

General system or equipment description

Design factors and assumptions

Copies of applicable Shop Drawings and Product Data.

System or equipment identification, including:

Name of manufacturer

Model number
Serial number of each component
Operating instructions
Emergency instructions
Wiring diagrams
Inspection and test procedures
Maintenance procedures and schedules
Precautions against improper use and maintenance
Copies of warranties
Repair instructions including spare parts listing
Sources of required maintenance materials and related services
Manual Index

Organize each manual into separate Sections for each piece of related equipment. As a minimum each manual shall contain a title page, a table of contents, copies of Product Data, supplemented by drawings and written text, and copies of each warranty, bond and service Contract issued.

Title Page: Provide a title page in a transparent plastic envelope as the first sheet of each manual. Provide the following information:

Subject matter covered by the manual
Name and address of the Project
Date of submittal
Name, address and telephone number of the Contractor.
Name and address of the Architect
Cross reference to related systems in other operating and maintenance manuals

- C. Table of Contents: After the Title Page, include a typewritten table of contents for each volume, arranged systematically according to the Project Manual format.
- D. Include a list of each product included, identified by product name or other appropriate identifying symbol and indexed to the content of the volume.
- Where more than one volume is required to accommodate data for a particular system, provide a comprehensive table of contents for all volumes in each volume of the set.
- E. General Information: Provide a general information Section immediately following the Table of Contents, listing each product included in the manual, identified by product name. Under each product, list the name, address and telephone number of the Subcontractor or installer, and the maintenance contractor. Clearly delineate the extent of responsibility of each of these entities. In addition, list a local source for replacement parts and equipment.
- F. Product Data: Where manufacturer's standard printed data is included in the manuals, include only sheets that are pertinent to the part or product installed. Mark each sheet to identify each part or

product included in the installation. Where more than one item in a tabular format is included, identify each item, using appropriate references from the Contract Documents. Identify data that is applicable to the installation and delete references to information that is not applicable.

- G. **Written Text:** Where manufacturer's standard printed data is not available, and information is necessary for proper operation and maintenance of equipment or systems, or it is necessary to provide additional information to supplement data included in the manual, prepare written test to provide necessary information. Organize the text in a consistent format under separate headings for different procedures. Where necessary, provide a logical sequence of instruction for each operating or maintenance procedure.
- H. **Drawings:** Provide specially prepared drawings where necessary to supplement manufacturer's printed data to illustrate the relationship of component parts of equipment or systems, or to provide control or flow diagrams. Coordinate these drawings with information contained in Project Record Drawings to assure correct illustration of the completed installation.

Do not use original Project Record Documents as part of the Operating and Maintenance Manuals.

Warranties, Bonds and Service Contracts: Provide a copy of each warranty, bond or service contract in the appropriate manual for the information of the Owner's operating personnel. Provide written data outlining procedures to be followed in the event of product failure. List circumstances and conditions that would affect validity of the warranty or bond.

1.6 EQUIPMENT AND SYSTEMS MAINTENANCE MANUAL

- A. Submit three copies of each completed manual on equipment and systems, in final form, to the Architect for distribution. Provide separate manuals for each unit of equipment, each operating system, and each electric and electronic system.

Refer to Specification Sections for additional requirements on operating and maintenance of the various pieces of equipment and operating systems.

- B. **Equipment and Systems:** Provide the following information for each piece of equipment, each building operating system, and each electric or electronic system.

Description: Provide a complete description of each unit and related component parts, including the following:

Equipment or system function

Operating characteristics

Limiting conditions

Performance curves

Engineering data and tests

Complete nomenclature and number of replacement parts

Manufacturer's Information: For each manufacturer of a component part or piece of equipment provide the following:

Printed operating and maintenance instructions

Assembly drawings and diagrams required for maintenance

List of items recommended to be stocked as spare parts

Maintenance Procedures: Provide information detailing essential maintenance procedures, including the following:

Routine operations
Trouble-shooting guide
Disassembly, repair and reassembly
Alignment, adjusting and checking

Operating Procedures: Provide information on equipment and system operating procedures, including the following:

Startup procedures
Equipment or system break-in
Routine and normal operating instructions
Regulation and control procedures
Instructions on stopping
Shutdown and emergency instructions
Summer and winter operating instructions
Required sequences for electric or electronic systems
Special operating instructions

Servicing Schedule: Provide a schedule of routine servicing and lubrication requirements, including a list of required lubricants for equipment with moving parts.

Controls: Provide a description of the sequence of operation and as-installed control diagrams by the control manufacturer for systems requiring controls.

Coordination Drawings: Provide each Contractor's Coordination Drawings.

Circuit Directories: For electric and electronic systems, provide complete circuit directories of panelboards, including the following:

Electric service
Controls
Communication

1.7 INSTRUCTIONS OF THE OWNER'S PERSONNEL

- A. Prior to final acceptance, instruct the Owner's personnel in operation, adjustment, and maintenance of products, equipment and systems. Provide 4 hours of instruction at a mutually agreed upon time.

For equipment that requires seasonal operation, provide similar instruction during other seasons.

Use operation and maintenance manuals for each piece of equipment or system as the basis of instruction. Review contents in detail to explain all aspects of operation and maintenance.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 017300

SECTION 260000**GENERAL PROVISIONS – ELECTRICAL****PART 1 – GENERAL****1.1 RELATED DOCUMENTS**

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other conditions, if any) and Division 1 as appropriate, apply to the work of this Section.
- B. The specification or drawing and the design features or resulting construction disclosed, are the property of Furlow Associates, Inc., and shall not be reproduced without written permission.

1.2 DESCRIPTION OF WORK

- A. Provide all materials, equipment, labor, services and all appurtenances required to completely install and satisfactorily operate the various systems. The items listed below are for general guidance only and do not necessarily include the entire requirements for the project.
 - 1. Lighting branch wiring
 - 2. Power wiring
 - 3. Lighting fixtures and lamps
 - 4. Wiring devices
 - 5. Connections for electrically operated equipment
 - 6. Data/AV raceway system
- B. Wherever the term "provide" is used, it shall be understood to mean both "furnish" and "install".

1.3 SITE CONDITIONS

- A. Attention of all bidders is called to the necessity for a careful inspection of the site, its present condition and encumbrances, the extent of the work, the protection to be afforded to adjacent properties or structure, availability of utilities, the extent and nature of the material required to be excavated and the amount of fill and removal. He shall also determine local or site limitations which will affect construction.

1.4 PERMITS, INSPECTIONS AND ORDINANCES

- A. All work shall be executed and inspected in accordance with local and state ordinances, rules and regulations and the requirements of public utilities having jurisdiction. The contractor shall secure and pay for all permits, inspections and connections required.
- B. The Electrical Contractor shall furnish a certificate of inspection to the Owner at the time of completion.
- C. Requirements of the following organization shall be considered minimum:
 - 1. National Electrical Code
 - 2. National Electrical Safety Code
 - 3. OSHA
 - 4. Local City and County Codes
- D. Reference to technical societies, trade organizations and governmental agencies are in accordance with

the following:

1. ANSI - American National Standards Institute
2. ASTM - American Society for Testing Materials
3. IEEE - Institute of Electrical and Electronics Engineers, Inc.
4. NEC - National Electrical Code
5. NEMA - National Electrical Manufacturer's Association
6. NFPA - National Fire Protection Association
7. MSS - Manufacturer's Standardization Society
8. IES - Illuminating Engineers Society
9. ETL - Engineering Testing Laboratories
10. EIA - Electronic Industries Association
11. OSHA - Occupational Safety and Health Administration
12. Federal Specifications
13. UL - Underwriters Laboratories, Inc.

1.5 QUALITY ASSURANCE

- A. Provide adequate supervision of labor force to assure that all aspects of the contract documents are fulfilled.
- B. Testing:
 1. After completion of the work, the entire wiring system shall test entirely free from grounds, short circuits, opens, overloads and improper voltage.
 2. The grounding system shall be tested for a resistance of 25 ohms or less.
 3. Perform testing as follows: Arrange and pay for all tests, provide all equipment, materials and labor to perform test. Notify Engineer and Owner three (3) working days before tests are to be made. Conduct tests in the presence of the Engineer or authorized representative. Repeat tests after defects are corrected.
- D. Special Engineering Services: In the instance of complex specialized electrical power and signaling systems, and other similar systems, the installation and final connections of these systems shall be made by and/or under the supervision of a competent installation and service engineer who shall be a representative of the respective equipment manufacturer. Any and all expenses of these installation and service engineers shall be borne by this Contractor.

1.6 COORDINATION

- A. As a requirement of this project, the Electrical Contractor shall furnish coordination for his equipment and layouts with other subcontractors furnishing equipment and services for Divisions 1 thru 23. Any and all contractors who install their equipment or furnish services prior to coordination, any contractor who changes their equipment or services after coordination has occurred, without notifying associated subcontractors, shall be held responsible for making all required changes with no additional cost to the Owner. Or delay in construction time. This coordination will include conduit layout to allow access to equipment for maintenance.
- B. The Mechanical, Plumbing and Electrical Contractors are responsible to coordinate all manufacturer's recommended circuit breakers, starters, disconnects and fuse sizes for all equipment. Submission of a

shop drawing will certify that this has been completed.

- C. The drawings and specifications reflect the type, number and size of services required for the equipment the design is based upon. Should the supplying subcontractor elect to furnish an alternate piece of equipment requiring difference services and/or space conditions, he shall inform the subcontractor furnishing those services and be held responsible to pay for all required changes as part of this contract.

1.7 SUBMITTALS

A. Shop Drawings:

1. Shop drawings shall be submitted in accordance with Division 1 of these specifications except where herein modified.

NOTE: Submittals will only be reviewed once and resubmittals will be reviewed once. Any other submittals will be billed to the Contractor at the Engineer's standard rates.

2. Shop drawings comprising complete catalog cuts, performance test data for electrical equipment as required by other sections of Division 26 shall be submitted for review checking. The Contractor shall review these shop drawings for conformance to contract documents prior to submission and affix contractor's signature to each submittal certifying that this review has been done. By approving and submitting shop drawings, product data, wiring diagrams and similar materials, the Electrical Contractor represents that he and/or his subcontractor has determined and verified materials, field measurements and field construction data that relates to the work, and has checked and coordinated this information with all of the Divisions 1 thru 23 subcontractors.
3. All shop drawing submittals shall have the following identification data, as applicable, contained therein or permanently adhered thereto:
- a. Project name
 - b. Project number
 - c. Sub-Contractor's, Vendor's and/or manufacturer's name and address.
 - d. Product identification.
 - e. Identification of deviation from the contract documents.
 - f. Applicable contract drawings and specification section number.
 - g. Shop drawing title, drawing number, revision number, and date of drawing and revision.
 - h. Resubmit revised or additional shop drawings as requested.
 - i. Wherever shop drawings or vendor's standard data sheets indicate work to be done "by others", it shall be the responsibility of the Contractor making the submission to identify by name, the Contractor who is to do this work. If the Contractor named is other than the Contractor making the submission, the shop drawing submission must be reviewed by the named Contractor and bear his mark of approval, prior to submission to the Architect/Engineer.
 - j. Where equipment proposed differs from that shown on the drawings or specified, he shall submit for approval drawings showing the manner in which the layout is affected by the substitution.
 - k. The Contractor shall keep one copy of approved shop drawings at the job site, filed in a suitable metal container. The shop drawings shall be cataloged and kept in good repair, and shall be available for use by the Owner, Architect and Engineer.

1. No equipment shall be ordered, fabricated, etc., before approval of shop drawings.

1.8 SUBSTITUTIONS

- A. Whenever a material, article, piece of equipment or system is identified in the following specification or indicated on the drawings by reference to manufacturers' or vendors' names, trade names, catalog numbers or the like, it is so identified for the purpose of establishing the basis of the Bid.
- B. Substitution approval must be obtained and included as an addendum item prior to the submission of the bid. An approved substitution shall not be considered as an approval for the contractor or an equipment vendor to deviate from the written portion of the specifications unless so stated in the addendum.
- C. The drawings illustrate the space allocated for equipment and the Contractor shall install the equipment accordingly. If changes are required in the building or arrangement due to substitution of equipment, the Contractor making the substitution must pay for the necessary modifications.
- D. The listed equivalent or substituted manufacturers along with the bidding related contractor shall be completely responsible to comply with all requirements on all contract documents. This shall include, but shall not be limited to space requirements, code clearances, the type, horsepower, capacities, number and size of services required from other trades, including all required ancillary items furnished and installed by other trades. If the manufacturer or related bidding contractor does not comply with these requirements, then they shall be responsible for any and all additional costs associated with the changes required by other trades.

1.9 LUBRICATION

- A. Furnish, install and maintain all required lubrication of any equipment operated prior to acceptance by the Owner. Lubrication shall be as recommended by the equipment manufacturer.
- B. Provide one year's supply of lubricants to Owner at date of acceptance.
- C. Verify that required lubrication has taken place prior to any equipment start-up.

1.10 ADJUSTMENT & CLEANING

- A. Adjust and clean equipment to be placed in proper operation condition.

1.11 EQUIPMENT START-UP

- A. Verify proper installation by manufacturer or his representative.
- B. Advise General Contractor 2 days prior to actual start-up.
- C. Verify proper operation. Obtain signed statement by manufacturer or his representative that equipment is operating within warranty requirements. Submit statement to General Contractor.

1.12 OPERATION AND MAINTENANCE INSTRUCTIONS

- A. Properly and fully instruct Owner's personnel in the operation and maintenance of all systems and equipment.
- B. Insure that the Owner's personnel are familiar with all operations to carry on required activities.
- C. Such instruction shall be for each item of equipment and each system as a whole.
- D. Provide report that instruction has taken place. Include in the report the equipment and/or systems instructed, date, contractor, Owner's personnel, vendor, and that a complete operating and maintenance manual has been reviewed.
- E. Manual shall include all instructions on operation, maintenance, repair parts list, lubrication requirements, brochures, catalogue cuts, wiring diagrams, piping diagrams, control sequences, service

requirements, names and addresses of vendors, suppliers and emergency contacts. Three manuals shall be provided.

- F. Submit manuals for review prior to operating instruction period. Manuals shall be 8-1/2 x 11" with hard cover, suitably bound.
- G. Video Documentation: Furnish three (3) copies of a professionally taped video and three (3) copies of professionally prepared drawings demonstrating the following:
 - Stage Sound System
 - Stage Dimming Rack

1.13 TOOLS

- A. All equipment furnished by the Contractor which requires special tools or devices other than those normally available to the maintenance or operating staff shall be furnished in duplicate to the Owner, sufficiently marked, packed or boxed for staff usage. The tools provided shall be listed by the Contractor identified as to their use or the equipment applicable in a written transmittal to the Owner.

1.14 CLEANING AND FINISHING

- A. After equipment start-up and all operating tests have been made and the system pronounced satisfactory, each respective Contractor shall go over the entire project, clean all equipment, etc., installed by him and leave in a clean and working condition. Any surfaces found marred after this final cleaning shall be refinished or replaced by each Contractor at no cost to the Owner.

1.15 OPERATING AND MAINTENANCE MANUALS

- A. Three complete sets of instructions containing the manufacturer's operating and maintenance instructions for each piece of equipment shall be furnished to the Architect. Each set shall be furnished before the contract is completed. The following identification shall be inscribed on the covers: the words "OPERATING AND MAINTENANCE INSTRUCTIONS", the name and location of the building, the name of the Contractor and the name of the Architect and Engineer. Flysheet shall be placed before instructions covering each subject. The instruction sheets shall be approximately 8-1/2 by 11 inches, with large sheets of drawings folded in. The instructions shall include, but shall not be limited to, the following:

Approved wiring and control diagrams, with data to explain the detailed operation and control of each component.

A control sequence describing start-up, operation and shutdown.

Operating and maintenance instructions for each piece of equipment, including lubrication instructions.

Manufacturer's bulletins, cuts and descriptive data.

Parts lists and recommended spare parts.

1.16 INTERPRETATION OF SYSTEMS

- A. The interpretation of the Architect will be final in the event there is a lack of understanding of the full scope or requirements of the systems under this contract.

1.17 LAYOUTS

- A. On small scale drawings, i.e., 1/8" - 1'-0", the approximate location of the electrical branch circuit items such as receptacle, telephone, grounding and equipment outlets are shown to indicate their existence. The exact location of these items and their related raceways are governed by structural conditions, coordination with the work of other trades and the Architect's final decision. By accepting

a contract, the Contractor agrees to install the work in accordance with the above statement and within the contract price.

PART 2 – PRODUCTS

2.1 MATERIAL

- A. All material shall be new and of good quality. Material shall conform to all accepted trade standards, codes, ordinances, regulations, or requirements governing same, and shall be approved before being installed.
- B. The Architect reserves the right to require the Contractors to submit samples of any or all articles or materials to be used on the project.
- C. Where any device or equipment is herein referred to in the singular number, such as "the panel", this reference shall be deemed to apply to as many such devices or equipment as are required to complete the installation as shown on the drawings or specified.
- D. All materials and equipment used in the work shall comply with the standards of recognized authorities such as UL, NEMA, IEEE, ETL, IES and EIA in every instance where such standards have been established for the particular type of materials to be installed.
- E. All similar pieces of equipment or materials of the same type or classification used for the same purpose shall be of the same manufacturer.
- F. All manufactured equipment shall have factory applied finishes.

2.2 CONCRETE

- A. Concrete shall be in accordance with ACI-613.
- B. The 28-day minimum compressive strength shall be 3000 psi.

2.3 WARRANTY

- A. Wherever in the specification sections of this division, reference is made to a specific warranty period, this warranty shall be in addition to and not a limitation of other rights the Owner may have against the Contractor under the contract documents.

PART 3 – EXECUTION

3.1 INSPECTION

- A. Prior to performing the work, examine areas and conditions; check and verify all dimensions, under which the work is to be installed and notify the Architect in writing of conditions and dimensions detrimental to the proper and timely completion of the work. Do not proceed until authorization is given by the Architect.

3.2 LAYING OUT WORK

- A. The Contractor is responsible for the accuracy of all lines, elevations, and measurements, grading and utilities and must exercise proper precaution to verify figures shown on drawings before laying out work and will be held responsible for any error resulting from his failure to exercise such precaution.

3.3 WORKMANSHIP

- A. Install all work neat, trim, parallel and plumb with building lines in accordance with standard trade practice acceptable to the Architect.

3.4 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Protect all equipment and materials from damage during transportation, storage and installation.

3.5 PROTECTION

- A. Protect all work, equipment and materials during construction up to the time of acceptance by the Owner.

Arrange and design the protection to prevent damage from infiltration or dust, debris, moisture, chemicals and water. Cap or plug electrical raceways.

- B. Protect all surfaces against damage from welding, cutting, burning, or similar construction functions. This protection shall be accomplished by care in operations, covering and shielding. Special care is directed to exposed finished masonry, metal or wood surfaces and painted surfaces. Corrective measures required shall be accomplished by the trade which made the original installation when and as directed by the Architect at the expense of the Contractor.
- C. Cover and protect all lighting fixtures as may be necessary until completion of the work. Replace damaged fixtures or damaged fixture parts as directed by the Architect at no cost to the Owner.
- D. Do not install devices, polished metal fittings or parts until adjoining tile or masonry work is completed.
- E. Maintain and replace protective covering when so directed by the Architect until the work is ready for acceptance.

3.6 CUTTING & PATCHING

- A. Furnish information to the General Contractor as to sizes and locations of recesses required to install panel boxes and other equipment or devices. If the information is late or incorrect, this Contractor shall, at his own expense, have the trade which originally installed the work do the required cutting and patching.
- B. Perform all cutting of concrete or other material for passage of raceways as required to install the work.
- C. Close all such openings around raceways with material as specified under the heading "SEALING".
- D. Install concealed work in place for the mason to wall-in as he carries up the walls; otherwise, this Contractor will be responsible as stated in the first paragraph.

3.7 SEALING

- A. Where raceways pass through fire-rated walls and floors, seal opening with RTV foam.
- B. Seal raceways entering the building to conform to the requirements of the NEC.

3.8 OFFSETS AND MODIFICATIONS

- A. Furnish and install all offsets necessary to install the work and to provide clearance for the work of other trades.
- B. Maintain adequate clearance as directed by the Architect/Engineer.
- C. Incidental modifications necessary to the installation shall be made as necessary and at the direction and/or approval of the Architect.

3.9 SLEEVES

- A. Furnish and install sleeves for all raceways passing through floors and walls. Sleeves shall be Schedule 40 galvanized steel pipe and shall extend 1" above finished floor surface. Where sleeves are set in interior walls, they shall finish flush with the wall.
- B. Furnish and install watertight sleeves for all raceways extending through foundation walls into crawl spaces, mechanical rooms or basement areas from building exterior or from unexcavated areas to building interior. Sleeve shall consist of extra heavy pipe sleeve with anchor flange. Space between

raceway and the sleeve shall be sealed with modular wall and casing seal similar to Thunderline Corporation "Link-Seal", Metraseal or approved substitute. Install seal in strict accordance with the manufacturer's recommendations.

3.10 PAINTING

- A. Refinish all factory applied finishes that have been damaged to match the original finish as directed by the Architect.
- B. Prime coat all steel furnished under this Division with material and methods as described in another Section under the heading "PAINTING".

3.11 EQUIPMENT CONNECTIONS

- A. Provide required wiring, raceways and final connections for all equipment provided by this Division.
- B. Make final connections in accordance with wiring diagrams obtained from equipment manufacturer.
- C. Rough-in in accordance with approved shop drawings from the manufacturer or supplier of the equipment. Rough-in prior to shop drawing approval will be subject to change without adjustment to contract cost.

3.12 BALANCING

- A. The system of feeder and branch circuits for power and lighting shall be connected to panel busses in such a manner as to electrically balance the connected load as close as is practicable. Should the Owner disclose any unfavorable conditions reacting on the service, this Contractor shall make such changes as may be suggested to balance the load.

3.13 GUARANTEE

- A. All work shall be guaranteed to be free from defects for a period of one year of operation from date of acceptance by the Owner unless otherwise specified in Division 1.
- B. Guarantee shall be extended on an equal time basis for all non- operational periods due to failure within the guarantee period.

END OF SECTION 260000

SECTION 260110**RACEWAYS****PART 1 – GENERAL****1.1 RELATED DOCUMENTS**

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- B. Refer to Section 260000 for General Provisions - Electrical.

1.2 DESCRIPTION OF WORK

- A. Types of raceways in this section include the following:

Rigid metal conduit

Intermediate metal conduit

Electrical metallic tubing.

Polyvinyl chloride conduit (Underground Only)

Flexible metal conduit.

Liquid-tight flexible metal conduit.

Surface raceway.

Wireways.

1.3 REFERENCE STANDARDS

- A. Refer to Section 260000 for a general description of requirements applying to this Section.

1.4 QUALITY ASSURANCE

- A. Refer to Section 260000 for a general description of requirements applying to this Section.

1.5 WARRANTY/GUARANTEE

- A. All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, GENERAL REQUIREMENTS.

1.6 COORDINATION

- A. The drawings and details there upon are scheme and/or diagrammatic in nature, and indicate the need and intent of the design. These are to be used for general guidance only. It shall be the responsibility of the Electrical Contractor to coordinate, with other Division Subcontractors, the installation of all raceways, raceway supports, junction boxes and required fittings. This coordination will include conduit layout to allow access to equipment for maintenance.
- B. This coordination shall be carried out prior to actual installation; this shall be done to eliminate the possibility of conflicts between trades on items such as access, clearances and maintenance issues that may arise after completion of construction.
- C. Should the coordination not be carried out prior to installation, and a conflict exists, the installing contractor shall remove and reinstall the equipment as required to clear the conflict at no additional cost to the Owner and no delay in project completion.

PART 2 – PRODUCTS**2.1 MATERIALS AND EQUIPMENT****A. Rigid Metal Conduit:**

1. Raceway: Full weight, heavy wall rigid steel with zinc coating conforming to ANSI-C80.1.
2. Fittings: Cast malleable iron fittings with threaded hubs, insulated throat and zinc protective coating.
3. Subject to compliance with requirements, provide products of one of the following:
Allied Tube and Conduit Corporation
LTV Steel Tubular Products Co.
Wheatland Tube

B. Intermediate Metal Conduit:

1. Raceway: Light weight, rigid steel, hot dipped galvanized manufactured in accordance with UL1242.
2. Fittings: Cast malleable iron fittings with threaded hubs, insulated throat and zinc protective coating.
3. Subject to compliance with requirements, provide products of one of the following:
Allied Tube and Conduit Corporation
LTV Steel Tubular Products Co.
Wheatland Tube

C. Electrical Metallic Tubing:

1. Raceway: Light weight, thin wall, rigid steel, hot dipped galvanized manufactured in accordance with ANSI C80.3.
2. Fittings: Raintight, insulated throat, compression type with zinc protective coating.
3. Subject to compliance with requirements, provide products of one of the following:
Allied Tube and Conduit Corp.
LTV Steel Tubular Products Co.
Wheatland Tube Co.

D. Polyvinyl Chloride Conduit:

1. Raceway: Heavy wall, rigid non-metallic, schedule 40 with bell type end, designed for above ground exposed applications, direct earth burial, and concrete encasement.
2. Fittings: Polyvinyl chloride, heavy duty, glue type, designed for Schedule 40 application.
3. Subject to compliance with requirements, provide products of one of the following:
Allied Tube & Conduit
Carlson
Queen City Plastics, Inc.
Scepter Electric Systems

E. Flexible Metal Conduit:

1. Raceway: Construct of single strip, flexible, continuous, interlocked, and double-wrapped steel, galvanized inside and outside.
2. Fittings: Steel, insulated throat, with zinc protective coating.
3. Subject to compliance with requirements, provide products of one of the following:
AFC
Alflex Corp.
Electri-Flex Company

F. Liquid-Tight Flexible Metal Conduit:

1. Raceway: Construct of single strip, flexible, continuous, interlocked, and double-wrapped, galvanized inside and outside, coat with liquid-tight jacket of flexible polyvinyl chloride.
2. Fittings: Steel, water and oiltight, insulated throat, with zinc protective coating.
3. Subject to compliance with requirements, provide products of one of the following:
AFC
Alflex Corp.
Electri-Flex Company

G. Surface Raceway:

1. Dual Service Raceway: Two-piece wireway, base to be .054" galvanized steel, cover to be .040" galvanized steel. Complete unit shall have a cross sectional area of 7.2 square inches. Finish shall be color as selected by Architect. Wireway to be similar to Wiremold Series 4000, Cat #V4000B and V4000C.
2. Fittings: Wireway shall be provided with a complete line of, but shall not necessarily be limited to, couplings, offsets, elbows, adapters, hold-down clips, end-caps and other components and accessories as needed for a completed system.
3. Subject to compliance with requirements, provide products of one of the following:
Wiremold Co.
Walker, Butler Manufacturing Co.
Hubbell

H. Wireways:

1. Furnish electrical wireways of the type, size, and style for each service indicated. Wireway shall be a complete assembly including but not necessarily limited to, couplings, offsets, elbows, adapters, hold-down clips, end-caps and other components and accessories as needed for a complete system.
2. System shall fulfill wiring requirements as indicated in contract documents, and shall comply with applicable portions of Article 362 of the National Electrical Code.
3. Subject to compliance with requirements, provide products of one of the following:
Circle AW Products Co.
The EMF Company, Inc.

Hoffman Engineering Company

Square "D" Company

- J. The above items shall include the statement "Approved Equal" and/or "Approved Substitute". This statement requires that the product or item be in compliance with the written intent of this specification and the submission meets the requirements of Section 260000.

PART 3 – EXECUTION

3.1 INSTALLATION OF ELECTRICAL RACEWAYS

- A. Install electrical raceways in accordance with manufacturer's written instructions, applicable requirements of NEC and NECA "Standard of Installation", and complying with recognized industry practices.
- B. Coordinate with other work as necessary to interface installation of electrical raceways, wireways and required components.
- C. Raceways used for distribution, feeders, or branch circuits shall be a minimum size of 3/4" or equal equivalent cross-sectional area. Raceways used for control and signal shall be a minimum size of 1/2" or equal equivalent cross-sectional area.
- D. All raceways shall be concealed within the building construction, where indicated on the floor plans surface raceway shall be installed. Should it be impossible or impracticable to install a raceway concealed and surface raceway is not indicated, the Contractor shall consult with the Architect or Engineer for approval prior to installation.
- E. All raceways installed in ceiling cavities and exposed within mechanical spaces shall be run parallel with building lines and installed level and square at the proper elevation/height.
- F. Complete the installation of electrical raceways before starting the installation of cables/wires within the raceway.
- G. Furnish and install one (1) nylon or fiberglass pull cord in each empty raceway. Each empty raceway shall be cleaned, capped, and tagged as to its termination location.
- H. Install liquid-tight flexible metal conduit for connections to motors and for other electrical equipment when subject to movement and vibration, and also where subjected to one or more of the following conditions:
1. Exterior locations.
 2. Moist or humid atmosphere when condensation can be expected to accumulate.
 3. Corrosive atmosphere.
 4. Subjected to water spray.
 5. Subjected to dripping oil, grease or water.
- I. Install Electrical Metallic Tubing for building interior electrical work except:
1. Underground
 2. In gravel, cinder, concrete or other sub-base floor construction.
 3. Horizontal runs in concrete floor slabs.
 4. Where exposed to the elements.
 5. In masonry construction below finished grade.

- 6. Vertically in poured concrete walls.
 - J. Refer to Section 260000 for excavation, shoring and pumping, concrete and backfilling requirements.
 - K. Where and whenever possible, install horizontal electrical raceways as tight to building construction as possible and above water, drain and steam piping. A separation of at least six (6) inches shall be maintained between electrical conduits and hot water and steam piping.
 - L. In accordance with NEC requirements, install Rigid or Intermediate Metal Conduit where Electrical Metallic Tubing is not permitted.
 - M. In all instances where recessed type panelboards are installed, furnish and install one (1) one inch raceway for each two (2) future circuits for which "space" or "spare" provisions have been made in the panelboard. These raceways shall extend between the panelboard cabinet and a convenient location above an access panel or a removable tile ceiling construction and capped.
- 3.2 CLEANING**
- A. Upon completion of installation of raceways, inspect interiors of raceways; remove burrs, dirt and construction debris.

END OF SECTION 260110

SECTION 260135**ELECTRICAL BOXES & FITTINGS****PART 1 – GENERAL****1.1 RELATED DOCUMENTS**

- A. This section is a Division 26 Basic Materials and Methods section, and is a part of each Division 26 section making reference to electrical wiring boxes and fittings specified herein.

1.2 DESCRIPTION OF WORK

- A. Types of electrical boxes and fittings in this section include the following:
- Outlet boxes.
 - Junction boxes.
 - Pull boxes.
 - Conduit bodies.
 - Bushings.
 - Locknuts.
 - Knockout closures.

PART 2 – PRODUCTS**2.1 INTERIOR METALLIC OUTLET BOXES**

- A. Provide galvanized flat rolled sheet steel interior outlet non-gangable wiring boxes, of types, shapes and sizes, including box depths, to suit each respective location and installation; construct with stamped knockouts in back and sides and with threaded screw holes with corrosion-resistant screws for securing box covers and wiring devices.
- B. Provide outlet box accessories as required for each installation, including mounting brackets, wallboard hangers, extension rings, fixture studs, cable clamps and metal straps for supporting outlet boxes, which are compatible with outlet boxes being used and fulfilling requirements of individual wiring situations. Choice of accessories is Installer's option.
- C. Manufacturer: Subject to compliance with requirements, provide interior outlet boxes of one of the following:
- Appleton Electric Co.
 - Bell Electric/Square D Co.
 - Pass and Seymour, Inc.
 - RACO, Inc.
 - Steel City/Midland-Ross Corp.

2.2 JUNCTION PULL BOXES

- A. Provide galvanized code-gauge sheet steel junction and pull boxes, with screw-on covers; of types, shapes and sizes, to suit each respective location and installation; with welded seams and equipped with stainless steel nuts, bolts, screws and washers.

- B. Manufacturers: Subject to compliance with requirements, provide junction and pull boxes of one of the following:

Adalet-PLM Div., Scott and Fetzer Co.

Appleton Electric Co.

Arrow-Hart Div., Crouse-Hinds Co.

Bell Electric/Square D Co.

GTE Corporation

Keystone Columbia, Inc.

O-Z/Gedney Co.

Slater Electric Co.

Spring City Elect. Mfg. Co.

2.3 CONDUIT BODIES

- A. Provide galvanized cast-metal conduit bodies, of types, shapes, and sizes, to suit respective locations and installation, construct with threaded-conduit-entrance ends, removable covers, and corrosion-resistant screws.

- B. Manufacturers: Subject to compliance with requirements, provide conduit bodies of one of the following:

Appleton Electric Co.

Crouse-Hinds Co.

Gould, Inc.

Killark Electric Mfg. Co.

O-Z/Gedney Co.

Spring City Electrical Mfg. Co.

- A. Provide corrosion-resistant punched-steel box knockout closures, conduit locknuts and insulated malleable iron conduit bushings, offset connectors, of types and sizes to suit respective uses and installation.

- B. Manufacturers: Subject to compliance with requirements, provide bushings, knockout closures, locknuts and connectors of one of the following:

Appleton Electric Co.

Burndy Corp.

Crouse-Hinds Co.

Gould, Inc.

O-Z/Gedney Co.

RACO, Inc.

Steel City/Midland-Ross Corp.

Thomas and Betts Co., Inc.

PART 3 – EXECUTION

3.1 INSTALLATION OF ELECTRICAL BOXES AND FITTINGS

- A. Install electrical boxes and fittings, complying with manufacturer's written instructions, applicable requirements of NEC and NECA's "Standard of Installation", and in compliance with recognized industry practices to ensure that products fulfill requirements.
- B. Coordinate installation of electrical boxes and fittings with wire/cable and raceway installation work.
- C. Provide weatherproof outlets for interior and exterior locations exposed to weather or moisture.
- D. Provide knockout closures to cap unused knockout holes where blanks have been removed.
- E. Install boxes and conduit bodies in those locations to ensure ready accessibility of electrical wiring.
- F. Avoid using round boxes where conduit must enter box through side of box, which would result in difficult and insecure connections when fastened with locknut or bushing on rounded surface.
- G. Fasten boxes rigidly to substrates or structural surfaces to which attached, or solidly embed electrical boxes in concrete or masonry.
- H. Provide electrical connections for installed boxes.
- I. Pull boxes and junction boxes shall be furnished and installed in all conduit runs at intervals not exceeding 100 feet maximum.
- J. Identify each circuit in all pull boxes and junction boxes whether the box contains one or more circuits.

END OF SECTION 260135

SECTION 260140
WIRING DEVICES**PART 1 – GENERAL****1.1 DESCRIPTION OF WORK**

- A. The extent of wiring device work is indicated by drawings, schedules and specifications. Wiring devices are defined as single discrete units of the electrical distribution system which are intended to carry but not utilize electric energy.
- B. Types of electrical wiring devices in this section include the following:
 - Receptacles.
 - Switches.
 - Device plates.
 - Surface Receptacle Strip

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's data on electrical wiring devices.

PART 2 – PRODUCTS**2.1 ACCEPTABLE MANUFACTURERS**

- A. Manufacturers: Subject to compliance with requirements, provide products of one of the following (for each type of wiring device):
 - Legrand Co.
 - Hubbell, Inc.
 - Leviton Mfg. Co.
 - Lutron Electronics Co., Inc.
 - Cooper Wiring Devices

2.2 FABRICATED WIRING DEVICES

- A. Provide factory fabricated wiring devices, in types, styles, colors, and electrical ratings for applications indicated and complying with NEMA Standards Pub. No. WD 1. Where types and grades are not indicated, provide proper selection as determined by Installer to fulfill wiring requirements, and complying with NEC and NEMA Standards for wiring devices. Color selection to be verified by Contractor with Architect/Engineer.

2.3 RECEPTACLES

- A. All duplex receptacles shall be extra heavy duty, hospital grade, 20 amperes, 125 volts, 2 pole, 3 wire grounding type with green hexagonal equipment ground screw, with metal plaster ears, side wiring, NEMA configuration 5-20R unless otherwise indicated. Hubbell Cat. #HBL5362, #HBL8300, or approved substitute, HBL5362TR, HBL8300SGA where tamperproof is indicated..
- B. Special Purpose Receptacles: Provide polarized grounding type special purpose receptacles of the required amperage and voltage ratings, extra heavy duty. Device shall include a green hexagonal equipment ground screw.

- C. All ground fault receptacles shall be extra heavy duty duplex, tamper resistant, hospital grade, 20 amperes, 125 volts, 2 pole, 3 wire grounding type with green hexagonal equipment ground screw, integral ground fault circuit interrupter, UL rated Class A, Group 1, with metal plaster ears, side wiring, NEMA Configuration 5-20R, tamper resistant, self-testing with red and green LED indicator lights. Device shall include solid state ground-fault sensing and signalling, with a 5 milliampere ground fault trip level, plus or minus 1 milliampere. Hubbell Cat. #GFR5362SG, #GFR8300SG, or approved substitute.
1. Whether indicated or not on the floor plans, the Electrical Contractor shall furnish and install GFI protected devices in kitchen areas on countertops near sinks, water coolers, refrigerators, on rooftop equipment, on exterior walls; and as indicated by the N.E.C., it shall be the discretion of the Electrical Contractor to provide GFI receptacles or GFI circuit breaker. Receptacles protected by GFI circuit breakers shall be permanently labeled on the faceplate as GFCI.

2.4 SWITCHES

- A. Toggle Switch: Provide extra heavy duty, industrial series flush toggle, 1 pole, 2 pole, 3-way, 4-way AC quiet switch rated 20 amperes @ 120/277 volts with green hexagonal equipment ground screw, metal plaster ears, and side wired screw terminals. Similar to Hubbell Series HBL Series or approved substitute.

2.5 DEVICE PLATES

- A. Provide switch and receptacle outlet wall plates for wiring devices, of types, sizes, and with ganging and cut outs required by the devices being installed. Construct with metal screws for securing plates to devices; screw heads colored to match finish of plates; plates colored to match wiring devices to which attached. Provide device plates possessing the following additional construction features: **Receptacle outlet plates to be permanently marked with panel designation and circuit number on back side of plate.**
1. Metal Plates to be stainless steel of non-corrosive and non-magnetic 302 alloy, .032" nominal thickness. Plates shall have brushed satin finish.

PART 3 – EXECUTION

3.1 INSTALLATION OF WIRING DEVICES

- A. Install wiring devices as indicated, in compliance with manufacturer's written instructions, applicable requirements of NEC and NECA's "Standard of Installation", and in accordance with recognized industry practices to fulfill project requirements.
- B. Coordinate with other work, including painting, electrical box and wiring work, as necessary to interface installation of wiring devices with other work.
- C. Install wiring devices only in electrical boxes which are clean, free from building materials, dirt and debris.
- D. Provide electrical connections for wiring.
- E. Delay installation of all wiring devices until wiring work is completed.
- F. Isolated Ground Receptacle Devices shall be connected to the system ground by way of an insulated ground conductor color coded green with a yellow stripe.

3.2 PROTECTION OF WALL PLATES AND RECEPTACLES

- A. At time of Substantial Completion, replace those items which have been damaged, including those burned and scorched by faulty plugs.

3.3 GROUNDING

- A. Provide electrically continuous, tight grounding connections for wiring devices.

3.4 TESTING AND COMMISSIONING

- A. Prior to energizing circuitry, test wiring devices for electrical continuity and proper polarity connections. After energizing circuitry, test wiring devices to demonstrate compliance with requirements.
- B. All areas where energy control devices are specified shall be verified for full coverage and accurate operation. If any area is determined by the Owner, Architect, or Engineer to have inadequate coverage or operation, Contractor shall provide additional energy control devices to remedy the coverage or operation issue. For bidding purposes, own 5 extra devices fully installed. After successful commissioning, uninstalled devices shall be handed over to the Owner for spare devices. Device types shall be as required for commissioning, or as selected by Owner for space devices as applicable.

END OF SECTION 260140

SECTION 260190
SUPPORTING DEVICES

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

- A. Types of supports, anchors, sleeves and seals specified in this section include the following:
- Hangers.
 - Riser Clamps.
 - C-clamps
 - I-beam clamps.
 - One-hole conduit straps.
 - Two-hole conduit straps.
 - Round steel rods.
 - Lead expansion anchors.
 - Toggle bolts.
 - U-Channel Strut Systems.

PART 2 – PRODUCTS

2.1 MANUFACTURED SUPPORTING DEVICES

- A. Provide supporting devices, complying with manufacturer's standard materials, design and construct in accordance with published product information, and as required for a complete installation, and as herein specified.
- B. Supports: Provide supporting devices of types, sizes and materials having the following construction features:
- Hangers: For supporting EMT conduit, electro-galvanized steel, with 1/4" minimum diameter hole for round steel rod; approximately MSS types 5, 7, 9 or spring steel conduit clips.
 - Reducing Couplings: Steel rod reducing coupling, 1/4" minimum black steel.
 - C-Clamps: Black malleable iron, 1/4" minimum rod size.
 - I-Beam Clamps: Black steel, 1-1/4" x 3/16" stock; 3/8" cross bolt; flange width 2"; approx. 52 pounds per 100 units.
 - One-Hole Conduit Straps: For supporting EMT conduit, electro- galvanized steel.
 - Two-Hole Conduit Straps: For supporting EMT conduit, electro-galvanized steel; 3/4" strap width; and 2-1/8" between center of screw holes.
 - Hexagon Nuts: For 1/4" rod size; galvanized steel.
 - Round Steel Rod: Black steel; 1/4" min. dia.
 - Offset Conduit Clamps: For supporting rigid metal conduit; black steel.
- C. Anchors: Provide anchors of types, sizes and materials indicated; and having the following construction features:

Lead Expansion Anchors: 1/4" - 20 Minimum .

Toggle Bolts: Springhead; 3/16 x 4".

- D. Manufacturer: Subject to compliance with requirements, provide anchors of the following:

Ackerman Johnson Fastening Systems, Inc.

Elcen Metal Products Co.

Ideal Industries, Inc.

Rawlplug Co., Inc.

Star Expansion Co.

U.S. Expansion Bolt Co.

Erico Products, Inc. (Caddy)

Hilti, Inc.

- E. U-Channel Strut Systems: Provide U-channel strut system for supporting electrical equipment, 16-gauge hot dip galvanized steel, construct with 9/16" dia. holes, 8" o.c. on top surface, with standard hot dip galvanized finish, and with the following fittings which mate and match with U-channel.

Beam clamps.

Thinwall conduit clamps.

Conduit hangers.

U-bolts.

- F. Manufacturers: Subject to compliance with requirements, provide channel systems of one of the following:

B-Line Systems, Inc.

Elcen Metal Products Co.

Power-Strut Div.; Van Huffel Tube Corp.

Unistrut Div.; GTE Products Corp.

Hilti, Inc.

PART 3 – EXECUTION

3.1 INSTALLATION OF SUPPORTING DEVICES

- A. Install hangers and anchors in accordance with manufacturer's written instructions and with recognized industry practices to insure supporting devices comply with requirements. Comply with requirements of NECA, NEC and ANSI/NEMA for installation of supporting devices.
- B. Install hangers, supports, clamps and attachments to support piping properly from building structure. Arrange for grouping of parallel runs of horizontal conduits to be supported together on trapeze type hangers where possible. Install supports with maximum spacings.

END OF SECTION 260190

SECTION 260472**BRANCH CIRCUITS****PART 1 – GENERAL****1.1 DESCRIPTION OF WORK**

- A. Branch circuit work is indicated by drawings.
- B. The branch circuits shall include furnishing and installing a complete wire and conduit or cable system between panelboards and lighting fixtures, receptacles, fractional horsepower motors, and small single phase loads.
- C. Types of equipment to be furnished and installed in this section include the following:
 - Rigid Raceways – See Section 260110
 - Electrical Metallic Tubing (EMT)
 - MC (Metal Clad) (Concealed Work only)
 - Wires and Cables
 - Junction Boxes
 - Pull Boxes
 - Conduit Bodies
 - Bushings
 - Locknuts
 - Supporting Devices

PART 2 – PRODUCTS**2.1 BRANCH CIRCUITS**

- A. Furnish each branch circuit with an assembly of materials, including but not necessarily limited to, conduit, wire, cable, pull boxes, junction boxes and other items and accessories needed for a complete installation. Where materials or components are not otherwise indicated, comply with NEC, NEMA and established industry standards for applications indicated.

2.2 CONVENIENCE BRANCH CIRCUITS

- A. Intent:
 - 1. The intent of this portion of the specifications is to describe the requirements of a convenience circuit as it applies to 120-volt receptacles.
 - 2. All convenience branch circuits may consist of more than one 120 volt receptacle.
- B. Convenience Circuit - General: A circuit consisting of a phase and neutral conductor, which may share its neutral with other phase conductors provided that the neutral conductor does not become overloaded due to circuit phase relationship. This type of circuit shall also include an equipment grounding conductor as described under the grounding section of the specifications.
- C. Convenience Circuit - Dedicated: A circuit consisting of a phase and neutral conductor which DOES NOT share conductors with any other circuits. This type of circuit shall also include an equipment grounding conductor as described under the grounding section of the specifications.

PART 3 – EXECUTION

3.1 INSTALLATION OF BRANCH CIRCUITS

- A. Install branch circuits, complying with equipment manufacturer's written instructions, applicable requirements of NEC, NEMA, and NECA's "Standard of Installation", and in accordance with recognized industry practices.
- B. Multiple circuits within a single raceway or cable shall be permitted under this section. It shall be the responsibility of the Electrical Contractor to assure that the neutral conductors do not become overloaded due to circuit phase relationship, and isolated grounds not become voided or compromised due to miswiring or wrong connections.
- C. The Electrical Contractor may elect to use metal clad cable in lieu of electrical metallic tubing (EMT) in wall cavities, and/or above tile or dry wall ceilings. In all areas of exposed construction, electrical metallic tubing (EMT) shall be installed.

END OF SECTION 260472

SECTION 260510
BUILDING LIGHTING

PART 1 – GENERAL**1.1 DESCRIPTION OF WORK**

- A. Lighting fixture work is indicated by specifications, drawings and schedules.
- B. Types of lighting fixtures in this section include the following:
 - 1. LED
- C. Applications of lighting fixtures required for the project include the following:
 - 1. General Lighting.
 - 2. Supplementary Lighting.
 - 3. Emergency Lighting.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's data on building lighting fixtures.
- B. Shop Drawings: Submit dimensioned drawings of lighting fixture installations, including but not necessarily limited to, layout, relation to associated panelboards, and connections to panelboards. Submit fixture shop drawings in booklet form with separate sheet for each fixture, assembled in luminaire "type" alphabetical order, with proposed fixture and accessories clearly indicated on each sheet.

PART 2 – PRODUCTS**2.1 ACCEPTABLE MANUFACTURERS**

- A. Each lighting fixture type specified represents a specific style and quality of fixture acceptable for this project.
- B. The Engineer reserves the right to reject any shop drawing and to request a resubmission should the contractor submit a shop drawing of an equivalent manufacturer which is viewed as being of an incompatible style or inferior quality.
- C. No fixture shop drawing shall be submitted, nor will any be accepted, for any manufacturer which is not specifically listed for that fixture type. When a fixture manufacturer is listed for a specific fixture type, this does not provide him with the right to submit for fixtures he is not listed under. A bidding Contractor may elect to bid using non listed fixtures for the listed Lighting Representatives. The Engineer and the Architect shall make the final decision on whether the submitted fixture meets the project's requirements during shop drawing review.
- D. Should the Contractor be unable to obtain approval of the resubmitted manufacturer, then he should submit the basis of design specified manufacturer/fixture.

2.2 LIGHTING FIXTURES

- A. Provide lighting fixtures of the size, type and rating indicated complete with, but not necessarily limited to, housings, lamp holders, reflectors, ballast, lamps, mounting frames, pendants and wiring; wired and connected in place, complete, tested and left in satisfactory operating condition.
- B. LED Drivers
 - 1. All LED fixtures shall be provided with integral drivers (unless noted otherwise) and must operate at line voltage as indicated on drawings (unless noted otherwise).

2. LED drivers shall have operating temperature of 50°F - 140°F unless noted otherwise.
 3. LED drivers shall carry a 5-year warranty.
- E. Fixture Lamps: For the type, number and color of the fixture lamps, refer to the Lighting Fixture Schedule on the drawings.

PART 3 – EXECUTION

3.1 INSTALLATION OF LIGHTING FIXTURES

- A. Install lighting fixtures at locations and heights as indicated, in accordance with fixture manufacturer's written instructions, applicable requirements of NEC, NECA's "Standard of Installation", NEMA Standards and with recognized industry practices to ensure that lighting fixtures fulfill requirements of the project.
- B. Install lighting fixtures in removable tile ceilings using 3/8" flexible metal conduit with 3 # 12 awg. conductor. Maximum length of flexible lead shall not exceed 60". Flexible lead shall extend from the fixture to the junction box. The junction box shall be securely fastened to the building structure above the removable tile ceiling and shall not serve more than two (2) lighting fixtures, nor shall the junction box support any of the lighting fixtures.

3.2 LIGHTING FIXTURE MOUNTING

- A. Downlights installed in a drywall ceiling shall be installed using 24" spreader bars attached to the T-Bar grid system. Two (2) support wires shall be installed, one (1) on each side of the fixture and centered between the spreader bars, these support wires shall be carried up to building structure and securely anchored using screwed or bolted hardware. Pressure type clips will not be acceptable. The Electrical Contractor shall be responsible for installing or having installed these two (2) support wires.
- B. Surface mounted fixtures installed on removable tile ceilings or dry wall ceilings shall be installed in accordance with fixture manufacturer's written instructions and recommendations.
 1. Fixtures installed on dry wall ceilings shall be mounted using spring-loaded toggle bolts. The number and location of the anchors shall depend on the fixture manufacturer's written instructions and recommendations. It shall be the responsibility of the Electrical Contractor to follow these instructions and recommendations.

3.3 ADJUST and CLEAN

- A. Clean lens, reflectors and interiors of all lighting fixtures of dirt and construction debris upon completion of installation.
- B. Protect installed lighting fixtures from damage during the remainder of the construction period.

3.4 FIELD QUALITY CONTROL

- A. Upon completion of the installation of the lighting fixtures, and after the building circuitry has been energized, apply electrical energy to demonstrate capability and compliance with project requirements. Where possible, correct malfunctioning units at the site, then retest to demonstrate compliance; otherwise, remove and replace with new units, and proceed with retesting.
- B. At the time of Substantial Completion, replace lamps in lighting fixtures which are observed to be noticeably dimmed after Contractor's use and testing, as judged by the Architect/Engineer. Furnish stock or replacement lamps amounting to 15% (but not less than one (1) lamp in each case) of each type and size used in each type of fixture. Deliver the replacement stock as directed to the Owner's storage area.

1. Refer to Division 1 sections for the replacement/restoration of lamps in lighting fixtures, where used for temporary lighting prior to the time of Substantial Completion.

C. Replace defective and burned out lamps for a period of one (1) year following the time of Substantial Completion.

3.5 GROUNDING

A. Provide tight equipment grounding connections for each lighting fixture installation, in accordance with fixture manufacturer's recommendations and the NEC's requirements.

END OF SECTION 260510

SECTION 260930**DIMMING CONTROLS****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 specification Sections, apply to this section.

1.2 SUMMARY

- A. The Electrical Contractors, as part of the work of this section, shall coordinate, receive, mount, connect, and place into operation all equipment. The electrical contractor shall furnish all conduit, wire, connectors, hardware, and other incidental items necessary for the complete and properly functioning lighting control and dimming system as described herein and shown on the plans.
- B. This section includes the following:
 - 1. General specification for a dimming and control system.
 - 2. Specifications for four different control systems
 - 3. Specifications for three different dimmer systems
 - 4. Installation and Checkout of equipment on job site.

1.3 MANUFACTURERS REQUIREMENTS

- A. The equipment herein specified is manufactured by Electronic Theatre Controls and shall serve to indicate the quality of equipment required. Base bid shall be for equipment by Electronic Theatre Controls. If alternate equipment is proposed, it shall be shown as an add or deduct from the base bid price and shall be subject to approval.
- B. Other manufacturers who wish to bid must submit a complete bill of materials and company information listing qualifications and experience to the Architect ten days prior to bid date for permission to bid. All manufactures must comply with the specifications herein in every detail.

1.4 EQUIVALENT MANUFACTURERS

Strand

Lehigh

Leviton

1.5 MANUFACTURERS SERVICES

- A. Shop Drawings: Shop Drawings shall be submitted for approval within 30 days after receipt of contract. No fabrication of equipment is to proceed prior to approval of these drawings. Submittal package shall contain:
 - 1. A complete bill of material
 - 2. Sets of catalog cuts for standard equipment
 - 3. Sets of shop drawings detailing all mechanical and electrical equipment including one line diagrams, wire counts, internal wiring, and physical dimensions of each item. Marked up catalog cuts are unacceptable.

- B. Jobsite Checkout: Upon completion of all contractors wiring, and after all fixtures are installed and lamped, the contractor shall request the services of a factory representative to completely check out the system prior to energizing the system. At the time of checkout and testing, the owner's representative shall be thoroughly instructed in the proper operation of the system for a full day.
- C. Documentation: Two complete sets of as built drawings shall ship with the equipment when it leaves the factory, along with operations and maintenance manuals for the dimmer system.
- D. Ballasts: It shall be the responsibility of the installing contractor to insure that any fluorescent dimming ballasts supplied are compatible with the dimming equipment being furnished on this project.
- E. Installation Instructions: Installing contractor shall follow manufacturer's installation instructions
- F. Operation and Maintenance Instructions. Within two weeks after system turn-on is completed, the manufacturer shall provide three sets operations and maintenance manuals along with a copy of written warranty.

1.6 QUALITY INSURANCE

- A. Source Limitations: Obtain dimming controls from a single source with total responsibility for compatibility of lighting control system components specified in this Section.
- B. Performance Testing Requirements
 - 1. All equipment shall be 100% tested as a complete system. Sample testing is not acceptable.
- C. Code Requirements
 - 1. All system components shall be UL listed and so labeled when delivered to job site.
 - 2. Building Codes: All specified dimmers and scene controllers shall comply with the National Electrical Code. All units shall also comply with applicable, local building codes.
- D. Installer Qualifications: Installer shall be one who is experienced in performing the work of this section, and who has specialized in installation of work similar to that required for this project.
- E. Source Limitations: To assure compatibility, obtain dimming systems and controls from a single source with complete responsibility over all lighting systems and controls, including accessory products.
- F. Manufacturer Requirements
 - 1. Experience: The manufacturer will be one who has been continuously engaged in the manufacture of architectural lighting controls and dimmers for no less than ten years.
 - 2. Testing: Manufacturer shall assemble all dimmers into dimmer cabinets and complete all internal wiring at the factory, prior to shipment. Testing shall be done as a complete, powered system: all dimmers shall be simultaneously connected to load banks, and all control stations shall be connected to the dimmer cabinet(s). Testing shall include exercising all functions such as take control, transferring, mastering, fading, or other special control provisions for each control and control station included in the system.

1.7 DELIVERY, STORAGE & HANDLING

- A. General: Comply with Division 1 Product Requirements Sections.
- B. Ordering: Comply with manufacturer's ordering instructions and lead-time requirements to avoid construction delays.

- C. Delivery: Materials must be delivered, in a timely manner to other trades.
- D. Storage and Protection: Store materials away from exposure to harmful weather conditions and at temperature and humidity conditions recommended by manufacturer.

1.8 WARRANTY

- A. Manufacturer's Warranty: All equipment shall be warranted free of defects in materials and workmanship.
- B. Warranty Period: 26 months from date of shipment or two years from date of turn-on, whichever occurs first.
- C. Owner Rights: Manufacturer's warranty is in addition to, not a limitation of, other rights the Owner may have under contract documents.

PART 2 – PRODUCTS

2.1 DIMMING SYSTEM

- A. General Description:
 - 1. The dimmer rack shall contain 48 dimmer module slots for housing up to 96 dimmers.
 - 2. The rack shall offer an option for a redundant control module that provides seamless backup in case of the main control module's failure or removal from the rack.
 - 3. Each dimmer module shall monitor the temperature parameters for each dimmer.
- B. Dimmer Rack Mechanical
 - 1. The rack is built from extruded aluminum structural members with removable side panels of code gauge steel, measuring 86" high x 17" wide x 24" deep.
 - 2. All exterior surfaces shall be finished in textured black powder coat finish.
 - 3. Side, rear, top and bottom panels shall be easily removed without dismantling the rack.
 - 4. Since the racks require no rear or side access, racks shall be able to be mounted back-to-back or side-to-side.
 - 5. The front of the rack shall be completely open, allowing clear installer access to all line, load and control terminations.
 - 6. Dedicated wire guides shall be mounted internally to aid in installation of load circuit wiring. Each load termination shall accept up to a #2 AWG wire.
 - 7. The cooling fan and its control unit shall be mounted in removable modular housings for easy cleaning and maintenance.
 - 8. Each dimmer shall receive fresh air through the door-mounted electrostatic filter.
 - 9. Each rack shall have a locking door.
 - 10. All dimmers shall be housed in removable modules made of die cast aluminum.
 - 11. Each module shall contain one or two circuit breakers, a solid-state power switching device (SSR), a dimmer control PCB assembly, and two filter chokes.
 - 12. All electrical contacts shall feature self-aligning floating connectors to insure precise alignment of all connections.
 - 13. Modules shall be keyed so that a module of higher ampacity cannot be inserted into a slot

- that is wired for a lower ampacity dimmer.
14. All dimmer modules shall be inserted and removed without the use of any tools.
 15. The rack shall be designed to operate on voltages ranging from 90-135VAC (120V nominal) at 50/60 Hz.
 16. Rack shall be for use with four-wire three-phase or single-phase power. Simple rack-to-rack bussing eliminates the need to run separate line feeds to each rack.
 17. The rack shall be UL listed and C-UL listed (for Canadian applications) with a short-circuit current rating of 100,000 RMS amps symmetrical providing listed dimmer modules are installed and the racks are not modified.
 18. Optional current-limiting fault-current fuses (Amp-Traps) shall be available for other 100,000 short-circuit current applications.
 19. In systems that require a ground wire per load circuit, an optional ground bus shall be installed inside the rack.
 20. All bussing, and all line and load terminal shall be copper.
- C. Control Module
1. Each rack shall contain an electronic backplane with all control wiring connections on removable screw terminals for easy control wiring.
 2. The backplane shall also retain all rack configurations, analog scenes, and backup scenes or looks in non-volatile memory, so that when any new control module is inserted, it automatically comes on-line, fully functional within ten seconds without requiring any programming by the user.
 3. Each rack shall require a single control module that connects to the rack's electronic backplane.
 4. Control modules shall be inserted and removed without the use of any tools.
 5. Multiple control module outputs shall automatically pile-on to each other in a "highest takes precedence" fashion.
 6. Each control module shall have three LED's to indicate the presence of voltage on each power phase.
 7. The control module shall also contain LED's for overtemp, active control sources, panic and diagnostics.
 8. The rack configuration and all backup scenes shall be able to be accessed through Hand-Held Terminal plugged into the front of the module, or remotely.
 9. The 120V control module shall be UL Listed and C-UL Listed.
 10. Each control module has an opto-isolated DMX512 input, a twelve-scene analog input and a 99-scene backup input. The module combines all inputs in a "highest takes precedence" manner. Analog scenes include snapshot capability.
 11. Each dimmer shall be able to be programmed for the following operating parameters:
 - a) Minimum and maximum level
 - b) Non-dim operation

-
- c) Softpatch
12. Feedback information shall appear through the LED's of each dimmer module.
 13. Feedback information to the control module for each dimmer shall include overtemp warning.
 14. In addition to feedback from each dimmer, the rack shall monitor and provide feedback for the active voltage per phase.
 15. Each rack comes with hardware-selectable Panic operation.
 16. Terminals for dry contact closures shall be provided to initiate a Panic scene which shall drive all selected dimmers without affecting any other control setting.
- D. Dimmer Module
1. The dimmer module shall be designed for superior reliability in the most demanding of operating conditions.
 2. Each dimmer module shall monitors it's temperature and report this information to the control module.
 3. Each dimmer module shall have a dedicated optically isolated control signal line from the control module.
 4. The failure of one module shall not affect the operation of any other dimmer module.
 5. Mechanical:
 - a. All dimmers shall be housed in removable modules made of die-cast aluminum.
 - b. Each module shall contain one or two circuit breakers, a solid-state power switching device (SSR), a dimmer control PCB assembly, and two filter chokes.
 - c. The face of the module shall have a handle, the circuit breaker switches, air vents, and labeled LEDs for local feedback.
 - d. The left side of the module shall have a wide section of spring steel to insure a proper fit for each module in the rack.
 - e. All electrical contacts shall feature self-aligning floating connectors to insure precise alignment of all connections.
 - f. Modules shall be keyed so that a module of higher ampacity cannot be inserted into a slot that is wired for a lower ampacity dimmer.
 - g. All dimmer modules shall be inserted and removed without the use of any tools.
 6. Electrical:
 - a. The dimmer module shall designed to operate on voltages ranging from 90-135VAC (120V nominal) at 50/60 +/-1Hz.
 - b. The load lugs in the rack shall be capable of accepting up to #2 AWG wire.
 - c. The dimmer module electronics' firing signal shall be optically isolated to 4,000 Volts from the power semiconductors.
 - d. The control signal from the control console shall be optically isolated from the control module electronics.

- e. The dimmer module shall be capable of withstanding the following adverse conditions without any interruption of operation:
 - 1) A complete dropout of line voltage for up to 10 milliseconds
 - 2) A line surge or sag of 25% of nominal operating voltage for at least 500 milliseconds
 - 3) Transient voltages up to 2 1/2 times the nominal line voltage
- f. The module shall also maintain proper output voltage regulation with +/- 1 Volt for line voltage changes of up to 10% per second, and for line frequency changes of up to 1 Hertz per second.
- g. Each dimmer shall be able to be programmed for the following operating parameters:
 - 1) Soft patch
 - 2) Minimum and maximum level
 - 3) Non-dim operation
- h. When a dimmer is set as a non-dim, it shall pass a full sine wave unregulated from the input voltage.
- i. Each dimmer shall track overtemp and level conditions, and provides feedback to the LEDs on the face of the dimmer module.
- j. Real-time feedback information to the control module for each dimmer shall include:
 - 1) Over-temperature warning
 - 2) Over-temperature shutdown.
- k. Modules shall be available in standard (500microsecond) rise times. (350 microseconds for dual 5kW, 230V) measured from 10% to 90% at 90 degrees conduction angle under full load. Oscillographic evidence of rise time data shall be provided before approval of any alternated manufacturer is allowed.
- l. Airflow modules shall be required in unused slots in order to maintain proper rack ventilation.
- m. 120V units shall be UL listed and C-UL listed (for Canadian applications).
- n. Dimensions:

	H	W	D
Dual & Single Modules	11/2" 3.8cm	12 1/2" 31.8cm	6 1/2" 16.5cm
- o. i Series e Dimmer Modules Rise Time and Maximum Heat Loss Per Channel

Catalog#	Description	Rise Time (in Microseconds)	Current Rating Watts	Max Heat Loss Per Channel BTU/hr	Ton/AC
4-0011E	i500 1.8KW 120V Dual Dimmer Module	500	2 x 15A	70	239 .020
4-0012E	i500 2.4KW 120V Dual Dimmer Module	500	2 x 20A	93	317 .027
4-0014E	i500 6.0KW 120V Single Dimmer Module	500	50A	264	900 .076
4-0061E	i500 2.5KW 230V Dual Dimmer Module	500	2 x 15A	119	406 .034
4-0052E	i350 5.0KW 230V Dual Dimmer Module	350	2 x 25A	96	327 .028

4-0064E	i500 5.0KW 230V	Single Dimmer Module	500	25A	224	764	.064
4-0031	i Series 15Amp	120V Constant Module		2 x 20A			

Provide the following:

Qty.	Catalog No.	Description
1	4-0112E	i96e Rack: 120V Standard Dual 1.8/2.4 kW
1	4-0311E	Control Module 120V
40	4-0012E	i500e 2.4KW Dual Dimmer Module
8	4-0099	Air Modules
1	40001-00	i96e Rack Ground Bus Kit

2.2 DIMMING SYSTEM OVERVIEW

- A. The system shall be a lighting control system designed specifically for the control of architectural lighting. Large networks of wall stations can be assembled using Multiple Protocol Converters (“input/output nodes”), which are capable of utilizing several data transmission methods depending on the application. The network shall offer Lumanet III and Ethernet protocols as a minimum.
- B. Multiple Protocol Converters (“input/output nodes”) may be self-contained within the dimmer system or may be external devices that shall interface to the dimmer system through DMX-512. Multiple DMX I/O nodes may be provided for system redundancy where specified.
- C. The system architecture shall be based on a peer-to-peer network, where the failure of any single component or node shall not cause loss of other system functions. Systems that require a central processor for system operation are not acceptable.
- D. Systems shall be grouped in up to 128 station nodes to form a “subnetwork”. Multiple Protocol Converters (“input/output nodes”) can be used to join subnetworks together. Networks can contain both daisy chained and/or starred wiring configurations.
- E. Each subnetwork shall use 2 or 3 pair RS-485 cable with maximum overall length of 5000 ft.
- F. Each node on a subnetwork shall have a unique logical identifier (“ID”) numbered from 0 to 255.
- G. Each subnetwork shall control a maximum of 2048 dimmer channels.
- H. Wall stations may have up to 255 unique lighting control programs (“Personalities”).
- I. Station nodes may be linked to other station nodes on the same or different subnetwork. Linkages may be changed at any time by any other station or I/O node capable of transmitting the necessary network commands.
- J. Combine and Separate of adjoining rooms shall be accomplished by linking stations and/or through use of station personalities.
- K. Ethernet protocol shall be ColorNet 2.0 (or later revision), TCP/IP based protocol. Protocol shall conform to and be fully compatible with all 10/100 BaseT TCP/IP routers and networks.

2.3 WALL STATIONS (Station Nodes)

- A. Each Wall Station shall contain its own microprocessor, a network connection, re-programmable flash memory for storage of operating program, and additional non-volatile memory for storage of lighting control programming data.

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- B. All station nodes shall be capable of having both the internal operating program updated and the lighting control program modified through the network, utilizing an appropriate input/output node. Mechanical removal of the station from the installation location shall not be necessary. Systems that require removal of stations for updating the operating system or programming data are not acceptable.
 - C. All stations shall be capable of storing up to 255 unique sets of lighting control programming (Personalities).
 - D. Any station shall be capable of becoming a slave to any other identical station.
 - E. All buttons shall be captured mechanically to prevent inadvertent removal of button caps.
 - F. Presets may include any assigned dimmers even though those dimmers are assigned to other presets on the same or other Stations.
 - G. All stations shall have the ability to assign one of eight function security levels to any of the functions. The lowest security level shall be zero (any access). Seven shall be the highest security level. The station shall also have eight overall security modes. The function security level shall be required to be a lower number than the station security mode before the function can execute. A station security mode of eight will allow all function access. A station security mode of zero will not allow any function access. Station security mode may be set by keyswitch, remote device, or by local password (LCD station only). Systems that allow only one security level, or do not allow security levels for various functions within a station are not acceptable.
 - H. LCD Wall Station:
 - 1. Station shall have a faceplate made of DuPont Corian™. A defined selection of standard colors is available. Additional DuPont Corian™ colors are available as custom.
 - 2. Exposed station dimensions shall be 4-1/2"Hx8-7/16"Wx1/2"D. Station shall mount in standard 4-gang back box (min dimension 2-13/16"Hx8-1/8"Wx3"D).
 - 3. Station shall contain a long life (50,000 hours min.) backlit LCD display. Electro Luminescent Displays are not acceptable. LCD shall be 20 characters by 4 lines. LCD shall display text as programmed. Text shall be unique to network selected station Personality (menu). LCD may also be used for local programming prompts.
 - 4. The station shall contain 15 momentary push buttons. Buttons shall be selectively backlit by LED's. Buttons shall operate in momentary or toggle modes. Pressing a button shall cause a pre-programmed lighting control command to be transmitted on the subnetwork.
 - 5. Station shall allow local manual adjustment of assigned dimmer levels for each preset, utilizing the LCD display and pushbuttons. This feature shall be capable of being electronically locked out.
 - 6. The Station shall allow the presets to optionally capture and store the current levels of assigned dimmers (SNAPSHOT), even though the dimmer levels originated from another station, control console, or other external source. Systems with LCD Stations that do not support snapshot function to its presets from multiple sources are not acceptable.
 - 7. The LCD station shall be capable of storing up to 7 passwords. A station security mode from 1 to 7 shall be assigned to each password
 - 8. The LCD station shall prompt for a password whenever a function is selected that has a security level that is higher or the same of the station security mode

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9. The LCD Station shall have the option to automatically return to a preprogrammed personality (menu) and/or security mode in a preprogrammed time after station is idle
 10. The LCD Station shall have selectable backlight level for active/idle conditions. The selections shall be: High/High, High/Low, and High/Off.
- I. Pushbutton Wall Station:
1. Station shall have a faceplate made of DuPont Corian™. A defined selection of standard colors is available. Additional DuPont Corian™ colors are available as custom.
 2. Exposed station dimensions shall be 4-1/2”Hx3”Wx1/2”D. Station shall mount in standard 1-gang back box (min dimension 2-3/4”Hx1-3/4”Wx2”D).
 3. Station shall contain from 1 to 15 momentary push buttons. Buttons shall be selectively backlit by LED’s. Buttons shall operate in momentary or toggle modes. Pressing a button shall cause a pre-programmed lighting control command to be transmitted on the subnetwork.
- J. Provide the Following:
- Stage Manager Panel
- Quantity 1 LCD Station
- Entry Stations (2-Button)
- Quantity 4
- Manufacturer to Program Eight Preset Names on LCD Control
- Preset 1 House
- Preset 2 Hse/Stge
- Preset 3 Assembly
- Preset 4 Study
- Preset 5 Band
- Preset 6 Choir
- Preset 7 A/V
- Preset 8 Drama
- K. Distribution Equipment
1. Pipe Battens
 - a. All stage battens shall be 1-1/2” nominal diameter schedule 40 pipe with lengths as described above. All joints shall be sleeve spliced with 18” long sleeves with 9” extending into each pipe held by two (2) 3/8” hex bolts and lock nuts on each side of joint.
 - b. All battens are to be hung level and plumb, and are to be supported by 3/8” all-thread and associated accessories, in conjunction with standard practices and manufacturer’s written instructions. This is to include any assemblies or additional supports as may be needed to provide adequate support.
 - c. 1st, 3rd, and 4th electrics shall use (1) existing 1-1/2” rigid dead hung pipe batten with new connector strips and (1) new 1-1/2” rigid bottom pipe batten. 2nd electric shall be a

double pipe batten with connector strip and support brackets. Provide (1) 1-1/2" rigid dead hung pipe batten to match existing elevation and (1) 1-1/2" rigid bottom pipe batten.

- d. Front of house shall use existing single pipe batten with new connector strip and terminal box mounted above. Electrical Contractor shall steel flex connect from terminal box to above ceiling junction box and transition to conduit to dimmer board.

2. Connector Strips

- a. Each section shall consist of a 4" x 4" (102mm x 102mm) 18 gauge steel wireway or extruded aluminum with removable cover sections for access, labeled with circuit numbers.
- b. Each strip shall have a terminal compartment which shall be factory installed on the right of left end as required and shall contain molded barrier type terminals for feed connection.
- c. The strip shall be provided with heavy steel mounting straps on approximately 5' (1.52m) centers, to grip up to 2" (51mm) pipe.
- d. Type S or SO, 18" (457mm) cable pigtails shall be secured by strain reliefs and shall be furnished with three pole grounded female receptacles. Flush receptacles are available in lieu of pigtails. Internal wiring shall be rated at 125 C.
- e. External finish shall be black powder coat epoxy. The entire unit shall be UL and CSA approved and labeled.

Provide the following:

Qty.	Catalog No.	Description
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Connector Strip with locking Connectors

First, Second and Third Electrics

3	157-000	45' Long connector strip with (13) 20 AMP twist locking connectors mounted on 18" pigtails and wired on (7) circuits. Provided complete with terminal box, mounting straps, circuit labels and wire mesh.
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Fourth Electric:

1	157-000	35' long connector strip with nine (11) 20A twist lock connectors mounted on 18" pigtails and wired on nine (6) circuits. Provided complete with terminal box, mounting strips, circuit labels.
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Front of House:

1	157-000	15' long connector strip with nine (11) 20A twist lock connectors mounted on 18" pigtails and wired on nine (6) circuits. Provided complete with terminal box, mounting strips, circuit labels.
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Connector Strip Accessories

Qty.	Catalog No.	Description
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5	152-045	Wire mesh grip, large with loop 12/28 & 10/24 and larger cables
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Note: #12 AWG and #10AWG multi-conductor cable drops to be specified per project requirements. Specify quantity, gauge, length of drops, and number of conductors required per drop. Include one ground conductor in each drop.

3. Gridiron Boxes

- a. Each unit shall be a surface mounted code gauge steel box located as shown on the drawings. The unit shall be provided with terminal strips for feed connections. Knockouts, cables clamps and "Kellums" cable grips shall be provided. Access shall be by means of a removable cover.
- b. Finish shall be black baked enamel and the entire unit shall be UL listed and CSA approved in Canada.

Provide the following:

Qty.	Catalog No.	Description
4	175-003	Gridiron Box, 14-21 circuits

K. Fixtures:

1. Border Lights: Electrical Contractor shall furnish and install border lights for 1st and 2nd electrics as indicated on plans and as mentioned above as part of base bid. Wiring to be installed and terminated at connector strip.
 - a. Housing shall consist of die cast aluminum end plates, extruded aluminum rails secured to a code gauge steel housing with compartment dividers. All painted surfaces shall be baked high temperature black. Rated 600 volts, 660 watts continuous operation. Rated lamp seal temperatures shall not be exceeded.
 - b. Unit shall be provided with leads at each end of the unit consisting of three(four) 3-wire, 600V, 200°C, UL listed conductors, 18" long in a silicone braided sleeve. Male and female connectors shall be provided as specified by catalog number
 - c. For mounting, unit shall be provided with a heavy steel trunion securely fastened to each of the cast steel end plates and equipped with painted malleable iron C-clamps, adjustable for up to 2" ID pipe ("U" bolts not acceptable). Each unit shall be provided with a tilt adjust knob. Optional casted carriage sets with trunions shall be provided for CVC lighting applications.

Provide the Following:

Qty.	Catalog No.	Description
27	216-046	4' Borderlight 1 circuits with Locking Connectors. Colorado batten 72 tour LED RGBWA
54	138-059	Safety cables
54		1-1/2" Conduit clamps. Removeable

Provide all required 5 pin DMX cables to each fixture and to dimmer board.

2. Front of House Lights, Torms, and Ladder Truss: Electrical Contractor shall furnish and install twenty-two (22) spot lights as indicated on plans and as mentioned below as part of base bid.

a. Ellipsoidal Spotlights

Provide:

- 12 Etc. color source CE spot LED RGB-L, DMX XLR5, 26°
- 10 Etc. color source CE spot LED RGB-L, DMX XLR5, 36°
- 22 1-1/2” removeable conduit clamps.

Provide all required 5 pin DMX cables to each fixture and to dimmer board.

b. Par Spotlights

Provide:

- 23 Etc. color source PAR, LED RGB-L, DMX XLR5
- 23 1-1/2” removeable conduit clamps.

Provide all required 5 pin DMX cables to each fixture and to dimmer board.

- 3. Follow Spot: Provide (3) Follow spot kit with case of type Robert Juliat “Buxie” 575W fixture. Provide (3) spare lamps. Provide 25’ #10 heavy duty extension cord. Yellow in color, Turn unit over to Owner.”

2.4 CONTROL CONSOLE (40/250)

U. Warranty

- 1. A complete two (2) year warranty covering all parts and labor shall be provided for the control console and its peripheral devices. All software updates to the console released during the warranty period of the console shall be available to the owner free of charge.
- 2. It shall be required of the owner that a warranty registration card be completed and sent to the manufacturer in order to validate the warranty.

Provide The Following:

Qty.	Description
1	ETC EOS Element 40/250 Control Console
2	Console Worklight s
1	22” Touch Screen
1	Dust Cover
1	Monitor Dustcover
1	Touring Case
2	Monitor Touring Case
2	25’ DMX Control Cable
2	Flush Control In Connection Wall Plate (Furnish and installed as part of base bid)

- 3. Refer to Floor Plans for additional control devices and fixtures.

2.5 ADDITIONAL EQUIPMENT

- A. Provide:
 - 1. 0-10V Gateway for Anuse Lighting.
 - 2. Applied NN XL-16 lift with double frame bar.
 - 3. 5 Port Opto splitter for lift.

PART 3 – EXECUTION

3.1 LOCATION

- A. Site Verification: Verify that wiring conditions, which have been previously installed under other sections or at a previous time, are acceptable for product installation in accordance with manufacturer's instructions.
- B. Field Measurements: The electrical contractor shall be responsible for field measurements and coordinating the physical size of all equipment with the architectural requirements of the spaces into which they are to be installed.
- C. Inspection: Inspect all material included in this contract prior to installation. Manufacturer shall be notified of unacceptable material prior to installation.

3.2 INSTALLATION

- A. The Electrical Contractor, as part of the work of this section, shall coordinate, receive, mount, connect, and place into operation all equipment. The Electrical Contractor shall furnish all conduit, wire, connectors, hardware, and other incidental items necessary for properly functioning lighting control and dimming as described herein and shown on the plans. The Electrical Contractor shall maintain performance criteria stated by manufacturer without defects, damage, or failure.
- B. Compliance: Contractor shall comply with manufacturer's product data, including shop drawings, technical bulletins, product catalog installation instructions, and product carton instructions for installation.
- C. Circuit Testing: The contractor shall test that all branch load circuits are operational before connecting loads to dimmer system load terminals, and then de-energize all circuits before installation.
- D. Application of Power: Power shall not be applied to the dimming system during construction and prior to turn-on unless specifically authorized by written instructions from the manufacturer.
- E. Electrical Contractor shall be responsible to fill out the panel schedules that are part of the shop drawings to which fixtures are on what dimmer. These schedules shall be typed and copied into each Owner's Manual and installed on back of door in each dimmer.

3.3 DEMONSTRATION

- A. Lighting Control Systems: Upon completion of the work, the Stage Lighting Contractor shall submit three (3) copies of a detailed Operating and Maintenance Manual including as-built shop drawings, equipment descriptions and parts lists. The Stage Lighting Contractor shall go through the manual with Owner-designated personnel to demonstrate and explain the maintenance and operation of the systems.
- B. Installing Contractor shall provide Owner with eight (8) hours of training on equipment. This contract shall include video taping of session and video tapes of instructions on the use of the equipment.

3.4 TESTING

- A. Notification: Upon completion of the installation, the contractor shall notify the dimming system manufacturer that the system is available for formal checkout. Notification shall be given in writing a minimum of 18 days prior to the time factory-trained personnel are required on site. Manufacturer shall have the option to waive formal turn-on.
- B. Turn-On: Upon completion of all line, load and interconnection wiring, and after all fixtures are installed and lamped, Manufacturer's Rep or, if waived, Contractor shall completely check the installation prior to energizing the system. Each installed dimmer system shall be tested for each level of brightness, proper ON/OFF operations, and proper LED illumination. Each installed control panel shall be tested with each scene: verifying that each dimmer-controlled fixture adjusts to the selected scene and that all scene-controller LED's illuminate properly. If hand-held remote control scene controller is specified and furnished, all operations shall be similarly tested.
- C. At the time of checkout and testing, the owner's representative shall be thoroughly instructed in the proper operation of the system.

3.5 PROTECTION AND CLEANING

- A. Protect all equipment after installation from damage during construction. If despite such protection, damage occurs, remove and replace damaged components or entire unit as required to restore units to their original, undamaged condition.

END OF SECTION 260930